

Committee of the Whole/Study Session
Monday, July 13, 2026 6:30 PM Eastern

District Office
100 Harthan Way
Albion, PA 16401

Kristy Bolte: Present
Meghan Dalaba: Present
Heather Fawcett: Present
Beth Hough: Present
Jennifer Kumar: Present
Dan Peppers: Present
Shelly Rice: Present
Sam Ring: Present
Mark Swanson: Present

Present: 9.

1. **Zoom Link Instructions**
2. **Reports/Presentations**
 - 2.A. **Baseball Boosters-Becky Baumgardner and Amanda Miller**
3. **Education**
 - 3.A. **West Virginia University Affiliation Agreement**
 - 3.B. **Overnight Trip Request**
 - 3.C. **Non-Resident Ag Enrollment**
 - 3.D. **2026-2027 Preliminary Third Party Contractor Agreement for Title I Services with Northwest Tri-County Intermediate Unit**
 - 3.E. **2026-2027 Day Student Agreement with Glade Run Lutheran Services**
 - 3.F. **Comprehensive Planning Feasibility Study**
 - 3.G. **2026-2027 Keystone SMILES/AmeriCorps**
4. **Building and Grounds**
 - 4.A. **Sports Co-Op**
 - 4.B. **Marching Band Storage Shed**
 - 4.C. **Bid Updates**
5. **Finance**
 - 5.A. **2026-2027 Northwestern Community Youth Center Agreement**
 - 5.B. **2026-2027 Bayada Home Health Care Agreement**
 - 5.C. **Disabled Veterans Real Property Tax Exemption**
 - 5.D. **Financial Reports**
6. **Policy**
 - 6.A. **Policy Approval-Second Reading**
 - 6.B. **Annual Review of Policy**
7. **Informational Items**
 - 7.A. **Monthly Enrollment Update-N/A for July**
 - 7.B. **Potential Date Change-October Meeting**
8. **Personnel-Public Session**
 - 8.A. **Lateral Movement on Salary Schedule**

8.B. Superintendent Internship Approval

9. Personnel-Executive Session

9.A. Extra-Curricular Recommendations

9.B. Upcoming Staffing Needs

Overnight Trip Request Form

2025-2026 NWSD Overnight Field Trip or Athletic Trip Request

Barbara Miller

Last modified by Barbara Miller (06/21/2026 8:58 AM)

History

Name of Requestor: *

Barbara Miller

Select Building (check all that apply): *

- ☐ Northwestern Elementary
- ☐ Springfield Elementary
- ☐ Northwestern Middle School
- ☒ Northwestern High School

Select Grade Level(s)-check all that apply: *

- ☐ K
- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6
- ☐ 7
- ☐ 8
- ☐ 9
- ☐ 10
- ☐ 11
- ☒ 12

Name of Athletic Team/Class/Extra-Curricular Group/Organization: *

FBLA

Contact number where advisor/coach/teacher can be reached while on trip: *

[REDACTED]

IMPORTANT REMINDER: Parent permission slips are REQUIRED for ALL TRIPS

Destination: *

San Antonio, TX

Departure Date: *

06/27/2026

Time of Departure: *

7:30 a.m.

Point of Departure: *

HS Shop Entrance

Return Date:

07/03/2026

Time of Return: *

12:00 a.m.

Educational Values: *

Unlimited! Exposure to FBLA activities, seminars, competitions as well as local area including The Alamo, Knibbe Ranch (a working TX ranch), hop on hop off San Antonio bus tour.

Number of Students: *

4

Number of District Staff (i.e. teacher/advisor/coach/support staff): *

1

Names of District Staff attending trip (list each separately):

Note:

If substitutes are needed, please create an absence in Frontline and notify your building secretary. This action must be completed for each district employee that will attend the trip.

District Staff #1:

Barbara Miller

Will a substitute be needed?

- ☐ Yes
- ☒ No

District Staff #2:

Will a substitute be needed?

- ☐ Yes
- ☐ No

District Staff #3:

Will a substitute be needed?

- ☐ Yes
- ☐ No

District Staff #4:

Will a substitute be needed?

- ☐ Yes
- ☐ No

Number of Chaperones (do not include district staff): *

1

Names of Chaperones (please list each chaperone individually):

Chaperone #1:

Robert Miller

Chaperone #2:

Chaperone #3:

Chaperone #4:

Chaperone #5:

Chaperone #6:

Chaperone #7:

Chaperone #8:

Chaperone #9:

Chaperone #10:

Will District Transportation Needed? *

- ☒ Yes
- ☐ No (if personal vehicle, estimate mileage reimbursement within the next section)

Select the type(s) of transportation needed: *

- ☐ Bus
- ☒ Van (Maximum of 9 passengers plus a driver)

Cost of Vehicle/Trip to be paid by:

- ☐ District
- ☐ Grant Funded
- ☐ Booster Group
- ☒ Other

If you selected "Other" please specify below:

Combination of District/FBLA/fundraising

Estimated DISTRICT Cost for Trip

Will you be using a PERSONAL vehicle for this trip? *

- ☐ Yes ☒ No

Note:

When entering costs associated with this trip, please do not include dollar signs \$.

Estimated Total Miles roundtrip:

Enter the current mileage rate: (\$0.70 per mile as of 1.1.2025 NEW RATE 1.1.2026 IS \$0.725 PER MILE)

Total Cost for Mileage: (Total miles x current mileage rate):

0

Registration Fee: *

1078

Lodging: *

6238

Meals: *

3300

Van/Bus:

4500

Other (Please specify below):

Estimated Total (Mileage + Registration + Lodging + Meals + Van/Bus + Other):

15116

Electronic Signiture: *



Overnight Trip Request Form as of 2026-2027SY

2026-2027 NWSD Overnight Field Trip or Athletic Trip Request
Richard Asmondy

Last modified by Tammie Clinger (07/07/2026 11:41 AM)

History

Name of Teacher/Advisor/Coach: *

Richard Asmondy

Select Building (check all that apply): *

- ☐ Northwestern Elementary
- ☐ Springfield Elementary
- ☐ Northwestern Middle School
- ☒ Northwestern High School

Select Grade Level(s)-check all that apply: *

- ☐ K
- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6
- ☐ 7
- ☐ 8
- ☒ 9
- ☒ 10
- ☒ 11
- ☒ 12

Name of Athletic Team/Class/Extra-Curricular Group/Organization: *

Cross Country Team

Contact number where advisor/coach/teacher can be reached while on trip: *

[REDACTED]

IMPORTANT REMINDER: Parent permission slips are REQUIRED for ALL TRIPS

Destination: *

Rochester, NY

Departure Date: *

10/02/2026

Time of Departure: *

9:00am

Point of Departure: *

High School

Return Date:

10/03/2026

Time of Return: *

4:00pm

Educational Values: *

Largest Cross Country Invitational Meet in the eastern part of the USA

Number of Students: *

20

Number of District Staff (i.e. teacher/advisor/coach/support staff): *

3

Names of District Staff attending trip (list each separately):

Note:

IF SUBSTITUTES ARE NEEDED, PLEASE CREATE AN ABSENCE IN FRONTLINE AND NOTIFY YOUR BUILDING SECRETARY. THIS ACTION MUST BE COMPLETED FOR EACH DISTRICT EMPLOYEE ATTENDING THE TRIP.

District Staff #1:

Richard Asmondy

Will a substitute be needed?

- ☒ Yes
☐ No

District Staff #2:

Dan Springs

Will a substitute be needed?

- ☐ Yes
☒ No

District Staff #3:

Sue Fargo

Will a substitute be needed?

- ☐ Yes
☒ No

District Staff #4:

Will a substitute be needed?

- ☐ Yes
☐ No

Number of Other Chaperones (do not include district staff): *

0

Names of Other Chaperones (please list each chaperone individually):

Chaperone #1:

Chaperone #2:

Chaperone #3:

Chaperone #4:

Chaperone #5:

Chaperone #6:

Chaperone #7:

Chaperone #8:

Chaperone #9:

Chaperone #10:

Is District Transportation Needed? *

- ☒ Yes
- ☐ No (if personal vehicle, estimate mileage reimbursement within the next section)

Select the type(s) of transportation needed: *

- ☒ Bus
- ☐ Van (Maximum of 9 passengers plus a driver)
- ☐ Vehicle Rental (i.e. Enterprise---notify building secretary and/or Business Office to make reservation)

Cost of Vehicle/Trip to be paid by:

- ☒ District
- ☐ Grant Funded
- ☐ Booster Group
- ☐ Other

If you selected "Other" please specify below:

Estimated Cost for Personal Vehicle Use

Will you be using a PERSONAL vehicle for this trip? *

- ☐ Yes
- ☒ No

Note:

When entering costs associated with this trip, please do not include dollar signs \$.

Estimated Total Miles roundtrip:

Enter the current mileage rate: (\$0.70 per mile as of 1.1.2025 NEW RATE 1.1.2026 IS \$0.725 PER MILE)

Personal Vehicle Total Cost for Mileage: (Total miles x current mileage rate):

0

Registration Fee: *

300

Lodging: *

1050

Meals: *

0

Van/Bus Cost (contact Mrs. Roseski or Bus Garage for estimate):

1016.80

Vehicle Rental Cost:

Other (Please specify below):

Estimated Total (Mileage + Registration + Lodging + Meals + Van/Bus Cost + Vehicle Rental Cost + Other):

2366.8

Electronic Signture: *

TE/RA



Northwest Tri-County Intermediate Unit 5

252 Waterford St. Edinboro, PA 16412
Phone: 814-734-5610 / 1-800-677-5610
Fax: 814-734-2303
TDD: 711
www.iu5.org

**Preliminary Third Party Contractor Agreement for Title I Services for the 2026-2027 school year
with the Northwest Tri-County Intermediate Unit**

This Agreement is made and entered into the _____ day of _____, _____ by
and between _____ (herein referred to as "District") and the Northwest Tri-County
Intermediate Unit (herein referred to as "Contractor").

1. TERM

The term of this Agreement shall commence on September 1, 2026, and terminate on June 30, 2027.

2. DESCRIPTION

Contractor agrees to comply with all Title I statutory and regulatory requirements.

District and Contractor agree to pool Millcreek Diocesan Title I funds for instruction at Sites (defined below) to provide Title I services to eligible students who reside in participating public sites attendance areas regardless of the amount of funds generated by the number of children from low-income families attending Sites.

In accordance with the Every Student Succeeds Act (ESSA), the per pupil allocation will include parent and family engagement and administrative fees of 6%.

3. FEES AND PAYMENT

In consideration of the services mutually agreed upon as described herein, District shall pay Contractor for instructional services as determined by the district Nonpublic per-pupil allocation times the number of low-income nonpublic school students living in eligible attendance areas.

Contractor and District acknowledge the allocations reflected in this agreement are preliminary and that final allocations will be released by PDE in the winter. District agrees to provide Contractor with the final Title I allocation for Sites within 30 days of the release of final allocations. District and Contractor acknowledge that an increase or decrease in funds from the preliminary allocation may increase or decrease the services outlined in this Agreement.

Compensation for staff performing work will vary on educational levels and seniority. Hourly rates will vary from \$55.00 per hour to \$75.00 per hour. Total compensation payments include hourly rates, benefits payable and administrative costs. Total costs will be reconciled at the fiscal year end to actual cost. The Contractor agrees that under no circumstances shall the total amount paid to the Contractor exceed the final Title I nonpublic allocation amount that is received by the District for nonpublic Title I services.

Services and Nonpublic Allocations

Upon the terms and conditions set forth herein, District requests that Contractor provide math and/or reading instructional services at Our Lady of Peace, St. George School, and St. Jude School (Millcreek Diocesan Schools); Leadership Christian Academy; Crawford Christian; St. Gregory School (North East Diocesan Schools); and Seton Catholic School (collectively herein referred to as "Sites") in accordance with the Title I programs at Sites. Such services will be secular, neutral, and non-ideological.

Services will be provided to students who reside in a Title I eligible school based on the chart in Attachment 1 – Generating Students and Sites.

4. RESPONSIBILITIES

District and Contractor agree that responsibility for providing the Title I program transfers from District to

Contractor upon the effective date of this Agreement. Such responsibilities may include:

Contractor responsibilities:

- a. To provide instructional services by a certified elementary teacher
- b. To use appropriate evaluative testing/screening procedures and materials
- c. To provide the District and the nonpublic school an outline of the local assessment plan
- d. To provide small group supplemental reading and/or math instruction for eligible nonpublic school students
- e. To provide two or more sessions per week for thirty minutes per session of reading and/or math instruction
- f. To assume all financial and legal responsibilities in providing the instruction:
 - i. Pay salary and all benefits for the teacher(s)
 - ii. Provide educational materials, which supplement instruction
 - iii. Provide testing instruments
 - iv. Supervise the instruction
 - v. Provide appropriate Professional Development for Title I teachers
 - vi. Provide any other responsibilities necessary to conduct the program as intended
- g. To provide Parent and Family Engagement activities for Title I parents and provide documentation to District of sign-in sheets, agendas, and handouts for these activities
- h. To provide meetings with Nonpublic School officials to review services.
- i. To provide the District with beginning of the year, middle of the year, and end of year reports for students served under this agreement as per PDE reporting requirements
- j. To notify the District for any extended absences of staff and provide a substitute for that staff.
- k. Indemnify, defend, and hold harmless District from any and all losses, damages, claims, or costs—including attorney's fees—arising from any act or omission of the contractor.
- l. Distribute the District's Title I Parent Complaint Procedures as provided by the District.
- m. To invoice the District for services rendered no less frequently than twice during the year, once in approximately the middle of the year, and final invoice at the end of the year.

District responsibilities:

- a. To provide Contractor with the number of nonpublic school students generating Title I funds
- b. To inform Contractor of any and all circumstances which may directly or indirectly affect the performance of this Agreement, including changes to the original funding allocation in a timely fashion
- c. To report all required data and documentation to PDE for students served by this agreement by the date determined by PDE
- d. Provide Contractor with a copy of the District's current Title I Parent Complaint Procedures
- e. To pay invoices from the Contractor within thirty days after receipt.

District assures Contractor that all meaningful consultation between District and Sites needed to set up this agreement has been completed prior to the effective date of this agreement.

District and Contractor acknowledge that it may be necessary to modify this Agreement if there is a reauthorization of ESSA during the performance period of the contract.

Exceptions

The following activities cannot be included in this contract:

- Professional Development for any staff member of the contractor or the private school
- The contractor's supervision, evaluation, and/or monitoring of staff
- Services that are intended to replace, enhance, expand, or duplicate any services provided by any other federal or state funding source, including Pennsylvania's Act 89 support for private schools.

5. FEDERAL GRANT DOLLARS

Because the Agreement is being funded with federal grant dollars, the following terms and conditions shall also apply:

- a. With respect to the federal grant that will provide funding used by the District to pay the Contractor, the Contractor agrees to cooperate fully with the District to ensure compliance with all grant conditions and requirements and to take any actions that are deemed necessary by the District to meet all conditions and requirements associated with the grant, the grant application, the grant award, the Uniform Grant Guidance, and any other applicable law or regulation, and the District's applicable policies and procedures.
- b. The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, et. seq.) prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The Contractor agrees to comply with the provisions of this Act as amended, which is incorporated herein by reference as if stated fully herein.
- c. The Contractor certifies the Contractor is not currently listed as ineligible to be awarded a contract involving federal grant dollars as a part of the government-wide exclusions in the System for Award Management (SAM) and is not debarred, suspended, or otherwise excluded or declared ineligible to be awarded a contract involving federal grant dollars under any statutory or regulatory authority. The Contractor further agrees, while its contractual relationship with the District remains in effect, to immediately notify the District if the Contractor is later listed in SAM, or is later debarred, suspended, or otherwise excluded or declared ineligible under any statutory or regulatory authority.
- d. To the extent applicable, the Contractor shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- e. Pursuant to applicable federal law, when the District expends federal funds, the District reserves the right to terminate this Agreement, with 7 business days advance written notice to the Contractor, for convenience if the District believes, in its sole discretion, that it is in the best interest of the District to do so. Such termination shall only take effect, however, at a break in the scheduled student grading period to avoid substantial disruption to student educational services. The parties may also terminate this Agreement at any time by mutual written consent. If this Agreement is terminated in accordance with this paragraph, the District shall only be required to pay the Contractor for services satisfactorily performed prior to the termination. If the District has paid the Contractor for services not yet provided as of the date of termination, the Contractor shall refund such payment(s).

6. MISCELLANEOUS

Northwest Tri-County Intermediate Unit maintains and keeps in force such insurance as Workers Compensation, Liability, and Property Damage.

The Contractor shall provide proof of compliance with all applicable requirements of 24 P.S. §1-111, 24 P.S. §1-111.1, 24 P.S. §12-1205.6, 22 Pa. Code §8.1, et. seq. and 23 Pa.C.S.A. §6301, et. seq. for any Contractor employee who will have direct contact with children.

The Contractor agrees, so long as this Agreement is in effect, to carry and maintain for the benefit of District liability insurance and errors and omission insurance that covers the services rendered by the Contractor and its agents and employees in accordance with this Agreement and that lists the District as an additional insured.

The amount of each insurance shall be a minimum of One Million Dollars (\$1,000,000.00) per occurrence. Failure to maintain the insurance coverage or failure to comply fully with the insurance provisions shall in no way act to relieve the Contractor from the obligations of this Agreement, any provisions hereof to the contrary notwithstanding. The Contractor shall provide the District with copies of all required insurance policies prior to the execution of this Agreement.

In the conduct of its operations hereunder, the Contractor agrees to comply with all local, state and federal

laws, regulations, ordinances, and requirements applicable at any time, including but not limited to, the Family Educational Rights and Privacy Act (FERPA) and any federal law, regulation, or requirement applicable to federal grants.

The parties agree that they conduct completely separate businesses and affairs, are separate entities, are not partners or joint venturers in any sense whatsoever, and that all persons utilized by the Contractor to perform this Agreement shall be employees of the Contractor and shall not be regarded as employees, agents or representatives of the District.

The Contractor may not assign, sub-contract or otherwise transfer this Agreement or all or any part of its rights or obligations hereunder to any other party without the prior written consent of the District.

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the District and the District's employees, officers, agents, directors, and Board Members from any and all losses, damages, claims or costs, including attorney's fees, arising from (i) any act or omission of Contractor, its officials, agents or employees; (ii) the performance of services under this Agreement by Contractor, its officials, agents or employees; (iii) or the failure of Contractor, its officials, agents or employees to comply with the requirements of this Agreement, any applicable District policy or procedure, or any applicable federal, state or local law, regulation, ordinance or requirement. The obligations and responsibilities imposed in accordance with this section shall survive termination of the Agreement and shall cover all claims, regardless of when the claim is asserted.

Contractor shall have the ability to terminate the Agreement for breach by the District of its payment obligations as provided herein upon thirty days' written notice of the breach of the payment obligations.

There are no understandings between the parties regarding this Agreement other than those set forth in the Agreement, and there have been no promises, inducements or commitments made in conjunction with this Agreement which are not explicitly set forth herein. This Agreement may only be modified by a writing signed by both parties and approved by the District's Board of School Directors at an advertised, public meeting held in compliance with the Pennsylvania Sunshine Act.

If any paragraph or term of this Agreement is deemed to be unlawful, invalid, or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall remain binding on the parties hereto.

The individuals signing below on behalf of each party hereby certify that they are authorized agents for their party and that, following execution, this Agreement shall be binding upon the parties hereto.

An annual evaluation of this contractor's performance will be conducted by District in consultation with the nonpublic school. There is no assurance that District will use the same contractor to provide services in subsequent years.

The District may withhold payment if the contractor does not comply with all statutory and regulatory requirements of Title I.

Attachment 1 - Generating Students and Sites

Preliminary Third Party Contractor Agreement for Title I Services for the 2026-2027 school year
between the Northwest Tri-County Intermediate Unit and Northwestern School District

Title I School	Public School	Millcreek Diocesan Schools	Leadership Christian Academy	Crawford Christian Academy	North East Diocesan Schools	Seton Catholic School
☒	Northwestern ES	1	0	0	0	0
☒	Springfield ES	2	0	0	0	0
☐	Northwestern MS	0	0	0	0	0
☐	Northwestern Senior HS	0	0	0	0	0
Totals		3	0	0	0	0
District Total Nonpublic Low Income Students						3
District Nonpublic Per Pupil Allocation*						\$695.67
Total Current Year Nonpublic Funding						\$2,087.01

*If there is a Nonpublic Parent and Family Engagement set-aside, the District Nonpublic Per Pupil Allocation, above, is the sum of the instructional and parent and family engagement per pupil amounts.

Nonpublic Title I Carryover from 2025-2026

Nonpublic	Amount	
Leadership Christian Academy	\$2,494.00	
Millcreek Diocese	\$1,247.00	
Total Carryover	\$3,741.00	
Total Nonpublic Funding - Current Year		\$2,087.01
Total Carryover - Previous Year		\$3,741.00
Total Funding Available		\$5,828.01
District Representative	Northwest Tri-County Intermediate Unit	
	Brad Whitman, Executive Director	
Printed Name/Title	Printed Name/Title	
		7/7/2026
Signature/Date	Signature/Date	



April 15, 2026

Greetings from Glade Run Lutheran Services and Glade Run Academy! Here at Glade Run we are already preparing for the upcoming 2026-2027 school year and we are excited to share the following contract with you!

The following contract is for all Education Services offered by Glade Run. As an organization, we are grateful to have the opportunity to serve your district and educate your students. Please note, we did change our school name to Glade Run Academy and this was approved by the PA Department of Education. We are hopeful the name change is less confusing to the students and families that you place in our education program.

In recognition of increasing operational costs, particularly related to staff recruitment and retention, we are implementing a modest rate increase of no more than 3%. While this adjustment does not fully offset rising expenses, it is a necessary step to sustain high-quality programming and staffing aligned with our shared educational mission while accounting for the financial burdens of our education partners.

This year the process has changed somewhat in that we are using Adobe Sign to simplify the execution of the contract and you have confirmed that you are the person to receive it.

How can you submit your signed copy of the contract?

- If you are the delegated signor and recipient of this email, you can sign it yourself and return it to us. Adobe Sign will prompt you when the contract is completed, at which time a final copy will be forwarded to yourself and to Glade Run.
- If the document needs to be presented to another individual for signature, you can “delegate” the document to be forwarded to that person by email and then it can be signed by him/her with the same follow-up process as above.
- Finally, as was the case in the past, you can print the document, have it signed by an individual (school board or another representative of the district) and send a copy back by email to rlyon@gladerun.org.

Please note that the Attachment A is for your reference only at this time and is to be used once the school district has decided to place a student with Glade Run Academy. Having only the contract signed ahead of time makes the process quicker when the need arises.

Glade Run Academy looks forward to working with your District in 2026-27. If you have any questions or concerns related to this Agreement please call Steven Green, President/CEO at (724) 452-4453 ext. 1100, or Brandy Dietrich, Principal/Senior Director of Education Service at (724) 452-4453 ext. 1154.

Sincerely,

Steven T. Green

Steven T. Green
President/CEO

DAY STUDENT EDUCATION AGREEMENT

Made this 30th day of April, 2026 by and between **GLADE RUN LUTHERAN SERVICES dba Glade Run Academy - Zelienople and Glade Run Academy - Utica**, a Pennsylvania not-for profit corporation, with its principal offices located at Box 70, Beaver Road, Zelienople, Butler County, Pennsylvania (hereinafter "Glade Run", "service provider" or "Glade Run Academy") and _____, a body corporate and politic in the Commonwealth of Pennsylvania, with its principal offices located at _____ (hereinafter "School District" or "District").

WITNESSETH:

WHEREAS, Glade Run is certified by the Pennsylvania Department of Education and licensed as a private academic school to provide instruction to students with educational needs referred to it by the District; and

WHEREAS, the District is desirous of referring its students with educational needs to Glade Run; and

WHEREAS, Glade Run is desirous of providing educational services to the students referred to it by the District.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and intending to be legally bound hereby, the parties do agree to engage in the following types of education related services:

I. SERVICE OFFERINGS

1. SERVICE – EDUCATIONAL INSTRUCTION

Educational Instruction may include any of Glade Run Academy educational offerings: 1) ASD (Autism) Education Services; 2) Extended School Year (ESY); 3) Kindergarten.

- a. Glade Run will provide special educational instruction to students referred to it by the District pursuant to an Individual Education Plan (IEP) developed jointly by Glade Run, the District, the student, and the student's family as required by federal and state law, including, but not limited to, the Pennsylvania State Board of Education's regulations on special education (commonly referred to as Chapter 14 and 342).
- b. Glade Run will provide the appropriate, agreed upon, educational instruction to students referred by the District and who meet the program's admission criteria.

- c. Prior to the acceptance of a student, the District shall complete Attachment A (Referral Confirmation). Those individuals with authorization to bind the District for student placement are limited to the Director of Special Education, the School Psychologist, the Principal, or the Superintendent.
- d. The District shall provide Glade Run with special education records (when applicable), completed referral form and immunization records. The District shall assist Glade Run in obtaining a family summary, social and educational summary, social security number, and pertinent medical information including current medications and allergies. The District shall provide confirmation as to the enrollment disposition of the child.
- e. It shall be the responsibility of Glade Run in conjunction with the District to facilitate the development of a current Individual Educational Plan (IEP) within thirty (30) school days after acceptance with input from the appropriate parties.
- f. Glade Run and the District will, on an as needed basis, review the student's progress in implementing and achieving the educational goals heretofore established.
- g. Students entering a regular education program due to behavior or disciplinary action shall not require an IEP. However, any student with a 504 School Plan (Chapter 15: Protected Children) will have reviews following the same procedure cited in Paragraph 1F above. The District will notify Glade Run if a student has a current 504 School Plan.

Payment -Educational Instruction

The District, in consideration of the services provided by Glade Run, shall compensate Glade Run pursuant to the fee schedule set forth in Attachment A.

- a. Once a student is enrolled, the District is obligated to pay for the student from the date of admission through the date of discharge regardless of attendance. Enrollment is based on available school days the student is enrolled in Glade Run Academy based on the Glade Run Academy School Calendar.
- b. During the course of enrollment at Glade Run Academy, the billing for the first and last month of enrollment shall be prorated based on the number of available school days for that month while other months will be billed at total available school days.
- c. Glade Run shall provide a bill to the District for services rendered during a month by the tenth working day of the following month. The District shall issue payment to Glade Run by the last day of that month in which the bill was received.

2. SERVICE – TRANSITIONS PROGRAMMING

Transitions Program - Glade Run will provide an on-site Transitions Program for students ranging in age from 14 to 21 years. This Program will provide students with tools and experiences for a successful transition to postsecondary education, employment, and adult life.

- a. Glade Run will implement a transition plan for students referred to it by the District pursuant to an Individual Education Plan (IEP) developed jointly by Glade Run, the District, the student, and the student's family as required by federal and state law, including, but not limited to, the Pennsylvania State Board of Education's regulations on special education (commonly referred to as Chapter 14 and 342).
- b. These services are available **in addition to the current Educational Instruction** (Purpose 1 above) **or as a stand-alone option** (without educational instruction). Upon receipt of written authorization from the District, the services may be obtained through Glade Run. The charges for said services are identified on the attached fee schedule (Attachment A).
- c. Prior to the acceptance of a student, the District shall complete Attachment A (Referral Confirmation). Those individuals with authorization to bind the District for student placement are limited to the Director of Special Education, the School Psychologist, the Principal, or the Superintendent.
- d. Glade Run will provide the District with written notice of the services identified as necessary.

Payment –Transitions Program

The District, in consideration of the services provided by Glade Run, shall compensate Glade Run pursuant to the fee schedule set forth in Attachment A.

- a. Once a student is enrolled, the District is obligated to pay for the student from the date of admission through the date of discharge **regardless of attendance**. Enrollment is based on available school days the student is enrolled in Glade Run Academy based on the Glade Run Academy School Calendar.
- b. For the first and the last months of enrollment the billing may be prorated based on the number of available school days for that month for Glade Run Academy. All other months shall be billed for the total number of school days for said month based on Glade Run Academy school calendar.
- c. Glade Run shall provide a bill to the District for services rendered during a month by the tenth working day of the following month. The District shall issue payment to Glade Run by the last day of the month in which the bill was received.

- d. If a student is referred to the Transitions Program and is already receiving educational instruction from Glade Run Academy, the District will be charged the Transitions Program fee **in addition** to the Educational Instruction fee. Any changes to these payment terms must be approved prior to the start of the Transitions Program.

3. SERVICE – PARTIAL HOSPITALIZATION

Acute Partial Hospitalization - Glade Run operates an on-site Acute Partial Hospitalization Program (APHP) in which school age children are placed for a clinically enhanced day treatment program by existing day treatment providers including Residential Treatment Facilities, Psychiatric Inpatient Units, Psychiatric Emergency Rooms, Outpatient Providers, Family Based and IBHS Providers.

- a. Glade Run will provide educational instruction to students referred to it by the existing treatment providers. Students will receive three hours of instructional support.
- b. The Home District shall be responsible for providing the student's educational records. Glade Run will promptly notify the Home District of the admission of students placed at the APHP by agencies to facilitate the Home District's gathering of student's records.
- c. During treatment at the APHP, the student's assigned teacher will coordinate with the student's home district to gather information about the child's needs and Individualized Education Plan (IEP), inform the Home District of the child's progress in treatment, and develop a plan for transitioning the child back to the home school district prior to being discharged from APHP.

Payment – Acute Partial Hospitalization Program

The District, in consideration of the services provided by Glade Run, shall compensate Glade Run pursuant to the fee schedule set forth in Attachment A.

- a. In consideration of the educational services provided by Glade Run, Glade Run shall receive tuition pursuant to the fee schedule set forth in Attachment A. Billing statements will be issued by Glade Run to the Home District on a monthly basis. Billing statements shall include the following information: name of student, address of the student's parent(s) and/or guardian(s), attendance, date of admission and date of discharge (if applicable). The Home District shall be responsible for the payment of tuition based upon the student's enrollment in the program and not the actual days of attendance. The Home District shall make payment of the aforesaid tuition to Glade Run within forty-five (45) days of receipt of the billing statement.

4. SERVICE – ONE-ON-ONE EDUCATIONAL INSTRUCTION

One-on-One Educational Instruction - Glade Run will provide specialized, one-on-one educational instruction to students that have been determined to require the specialized one-on-one educational instruction.

- a. Glade Run agrees to provide the necessary instruction through the hiring of a Personal Care Assistant for Behavioral Intervention who will provide personalized instruction to the student.
- b. Glade Run agrees to provide proof that the Personal Care Assistant for Behavioral Intervention is certified in both CPR and First Aid.

Payment – One-On-One Educational Instruction

The District, in consideration of the services provided by Glade Run, shall compensate Glade Run pursuant to the fee schedule set forth in Attachment A.

- a. In consideration of the educational instruction provided by Glade Run, Glade Run shall receive tuition pursuant to the fee schedule set forth in Attachment A. Billing statements will be issued by Glade Run to the Home District on a monthly basis.

5. SERVICE - VISION, SPEECH AND HEARING SCREENINGS

Glade Run will provide speech, hearing and vision screenings to students in grades 1, 2, 3, 7 and 11 enrolled in Glade Run Academy by an outside provider. Any ancillary services which are identified as necessary for the student as a result of such screenings, including but not limited to speech/language evaluations, hearing evaluations, and therapy sessions for speech, language and/or hearing, shall be the responsibility of the District. Upon receipt of written authorization from the District, the services may be obtained through Glade Run by an outside provider. **The charges for said services are identified on the attached fee schedule (Attachment A).** Glade Run shall provide the District with written notice of the services identified as necessary for the student as a result of the above-referenced screenings. Unless the District responds in writing within seven

(7) school days of receipt that said services are not to be provided, the District shall be financially responsible for the provision of said services. Facsimile transmissions for such notice shall be accepted. IDEA procedures will be followed.

6. SERVICE - SPEECH, LANGUAGE and HEARING EVALUATION

Speech, Language and Hearing Evaluation are completed with parental consent. Upon referral or screening concerns, a diagnostic evaluation may include: an articulation protocol, a language tool, and vocabulary measure either receptive or expressive Modalities. Language sampling, if needed, is used. Formal tests are selected

on a case-by-case basis as indicated by need. A written report will be provided. A two-week time frame may be necessary to complete the testing and supply the report.

7. SERVICE - INSTRUCTION/THERAPY

If identified as “in need” by standardized testing measures (at least a six-month delay), an Individualized Education Plan will be formulated for each client and reviewed yearly. Goals will be established specific to each client’s needs. A Speech Therapy Summary will be done at each yearly review. Speech personnel can be available for conferences, but it will be difficult due to scheduling conflicts. A case-by-case review based upon need will govern attendance.

Therapy will be provided on site during school days from September through the close of the school calendar. Each session will last approximately 25-30 minutes in length either individually or in groups of ten, but not more than three if similar goals are shared. Therapy will proceed until all goals are met, child leaves, or participation level diminishes with no chance of change. When therapy involves high school or equivalent child clients, it is important that the individual desires to participate and change his/her patterns. If not, discontinuation of services will be necessary. Motivation becomes a key issue in commencing or continuing services.

Sessions are usually weekly. Carryover activities will be provided to foster further progress. Daily therapy logs will be used to record progress throughout the year.

Services will be provided by a certified licensed Speech Pathologist or an assistant who directly coordinates programs with the Speech Pathologist who are contracted by Glade Run. Credentials may be reviewed if requested. All speech personnel possess at least a Bachelor’s Degree in Speech Pathology.

8. SERVICE - OCCUPATIONAL AND PHYSICAL THERAPY

Occupational and/or physical therapy evaluations will be completed with parental consent and upon referral. Therapy will be provided on site during school days as necessary. Services will be rendered by licensed and qualified occupational and physical therapy personnel. Educationally related goals will be formulated by the evaluating occupational therapist or physical therapist for inclusion in the child’s IEP. Upon receipt of written authorization from the District, the services may be obtained through Glade Run by an outside provider. **The charges for said services are identified on the attached fee schedule (Attachment A).** Glade Run shall provide the District with written notice of the services identified as necessary. Unless the District responds in writing within seven (7) school days of receipt that said services are not to be provided, the District shall be financially responsible for the provision of said services. Facsimile transmissions for such notice shall be accepted. IDEA procedures will be followed.

II. OTHER - DENTAL EXAMINATIONS

The District shall retain responsibility for all dental examinations pursuant to

the Pennsylvania Public School Code.

III. TERM AND TERMINATION

- a. The term of this agreement shall be the 2026-2027 school year, as indicated on the school calendar.
- b. The obligation of Glade Run to provide Educational, Transitions Programming or Partial Hospitalization instruction to a specific student, IEP and non-IEP student, may be terminated by Glade Run and the district with thirty (30) days written notice, when possible, for change of placement from Glade Run Academy to another appropriate education, transitions programming or Partial Hospitalization placement. Relative to the child's educational, transitional or Partial Hospitalization needs, Glade Run will utilize its best efforts to communicate to the District the reasons for the termination of the instruction prior to the actual termination of services. Glade Run reserves the right to expel a student immediately, with consultation with the District, when circumstances warrant. In addition, Glade Run will comply with all Pennsylvania Department of Education State and Federal Rules and Regulations.

IV. PROGRAM FEES

- a. The District agrees to pay Glade Run the following for the services provided as is stated also in Attachment A (Referral Form for each student).

Educational Services

- Enhanced Education Program - \$233.75 per student per days enrolled
- Life Skills Program - \$233.75 per student per student per days enrolled
- Autism Education Program - \$285.15 per student per days enrolled
- ESY (Extended School Year) - \$3,750.00 per student per session
- Kindergarten - \$233.75 per student per days enrolled
- Transitions Programming - \$233.75 per student per days enrolled
- Partial Hospitalization Program Educational Services - \$165.45 per student per days enrolled
- Partial Hospitalization Program Online Instruction Support - \$100 per student per days enrolled
- Utica Enhanced Education Program - \$233.75 per student per days enrolled
- One-on-One Instruction - \$40.00 per hour for up to 6.25 hours per school day
- Independent Living Experience (One week of 24/7 care and support) - \$2,000 per session

Other Fees:

- Speech/Language Therapy (Session, Screening, & Support) - \$135 per hour
- Speech Evaluation - \$415 flat fee
- Hearing Screening - \$115 per hour
- Occupational Therapy - \$115 per hour
- Physical Therapist (Session/Evaluation) - \$150 per hour

- b. These rates are based on the contractors utilized by Glade Run Academy to assist in providing these services.

V. INTERVENTION AND DISCIPLINE PROCEDURES

- a. The District hereby agrees that Glade Run may employ, with respect to the students which the District has referred to it pursuant to this Agreement, the same discipline procedures and parent/student grievance procedures normally employed by Glade Run in its capacity as a Private Academic School. Such policies and procedures may be modified from time to time by Glade Run; provided that Glade Run shall take no action, which violates any student's right to Due Process under the Constitution of the United States, the Pennsylvania Public School Code of 1949, as amended, 22 Pa. Code § 14.35, and the rules and regulations adopted by the Pennsylvania Department of Education. In addition, Glade Run will comply with all Pennsylvania Department of Education State and Federal Rules and Regulations.
- b. The District hereby agrees that Glade Run may employ, with respect to the students which the District has referred to it pursuant to this Agreement, the same physical intervention procedures to include crisis preventative measures such as a call for crisis assessment and parent/student grievance procedures normally employed by Glade Run. Such policies and procedures may be modified from time to time by Glade Run; provided that Glade Run shall take no action which violates any student's right to Due Process under the Constitution of the United States, the Pennsylvania Public School Code of 1949, as amended, and the rules and regulations adopted by the Pennsylvania Department of Education and the rules and regulations adopted by the Pennsylvania Department of Education, specifically including 22 Pa. Code 14.133, regarding Positive Behavior Support.
- c. The District and Glade Run intend to comply fully with Act 138 of 2016 (Act). Glade Run shall notify the District when any student receiving educational services under this Agreement reaches three (3) unexcused absences in any school year and is therefore “truant” under the Act. Glade Run shall notify the District when any student receiving educational services under this Agreement reaches six(6) unexcused absences in any school year and is therefore “habitually truant” under the Act. The District shall be responsible for compliance with all requirements under the Act and any discretionary enforcement actions permitted by the Act.

VI. TRANSPORTATION

The District shall be responsible for providing transportation for the students to and from Glade Run. The District is also responsible for any and all transportation costs that Glade Run must incur to fulfill the terms of the Agreement. The District is responsible for disciplining and/or responding to inappropriate behaviors of the students during transportation. Glade Run will work with the District to address inappropriate behaviors during transportation, of which it becomes aware.

VII. RECORDS

The District shall retain responsibility for maintaining the original student records subsequent to the student's discharge pursuant to the Pennsylvania Public School Code.

VIII. INDEMNITY

The parties hereto 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 of said indemnification including, without limitation, the party's respective directors, officers, shareholders, administrators, agents and employees to the following extent:

- a. to the extent that the District fails to fulfill any term, covenant or condition of this Agreement, or any duty imposed upon it by law or regulation, the District agrees to hold Glade Run harmless and indemnify Glade Run from any and all claims related to the same, including costs and attorney fees.
- b. to the extent that Glade Run fails to fulfill any term, covenant or condition of this Agreement, or any duty imposed upon it by law or regulation, the Glade Run agrees to hold the District harmless and indemnify the District from any and all claims related to the same, including costs and attorney fees.

IX. INSURANCE

Glade Run shall maintain and keep in force public liability, personal liability, property damage, and workmen's compensation insurance, insuring Glade Run and its agents and employees who may be acting pursuant to this Agreement against any and all claims which may arise out of its performance under the terms, conditions, and provisions of this Agreement.

X. CONFIDENTIALITY

Glade Run and the District, their agents and employees, shall perform their respective obligations under this agreement in such a manner as to ensure that records, names, and identities of persons counseled, treated, or rehabilitated, shall remain confidential, except where disclosure is permitted by law. ***Both parties will adhere to the guidance set forth under the Family Educational Rights and Privacy Act (FERPA).***

XI. MODIFICATION

This document, and all attachments hereto, whether physically incorporated or incorporated by reference, contains all the terms, provisions, and conditions of this Agreement. No term or provision may be unilaterally modified or amended.

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

XII. ASSIGNMENT

Neither party may assign any part of this Agreement without the prior written approval of the other party hereto.

XIII. FEDERAL AND STATE LAW COMPLIANCE

Glade Run Lutheran Services acknowledges and agrees that it is obligated to comply with all applicable federal and state laws related to the provision of educational instruction, discipline and non-discrimination against students who are placed at Glade Run pursuant to this Agreement.

XIV. BACKGROUND CHECKS

All employees of Glade Run Academy will possess the following background checks:

- (1) Pennsylvania State Police Criminal History Report
- (2) Pennsylvania Department of Human Services Child Abuse Report
- (3) Federal Criminal History Report
- (4) PDE 6004 Form – Arrest/Conviction Report and Certification Form
- (5) Sexual Misconduct/Abuse Disclosure Release Form pursuant to Act 168 of 2014 (see Section 111.1 of the Pennsylvania Public School Code)

The background checks, which are listed above, must be current at all times for employees of Glade Run Academy.

XV. REMOTE LEARNING

When required by the Pennsylvania Governor and the Pennsylvania Department of Education, Glade Run Academy will maintain enrollment and educate students via remote learning.

XVI. PROCEDURES

The Home District hereby agrees that, as to those students referred to Glade Run for the provision of educational programs, Glade Run may employ the same discipline, health and welfare policy and procedures, physical intervention procedures and parents/students grievance procedures normally employed by Glade Run, to the extent that such procedures do not contradict such students' Individualized Education Plan or

individual behavioral management plan contained therein. Notwithstanding the foregoing, Glade Run shall take no action which violates any student's right to due process under the Constitution of the United States or the Commonwealth of Pennsylvania, the Individuals with Disabilities Education Act, as amended, or regulations promulgated thereunder, the Pennsylvania Public School Code of 1949, as amended, the rules and regulations promulgated by the Pennsylvania Department of Education or State Board of Education or any other applicable federal or state law or regulation.

XVII. HOLD HARMLESS

The Home District agrees to indemnify Glade Run, its directors, officers, agents and employees from and against any and all claims, actions, suits, proceedings, liability, loss, damages, judgments and expenses (including court costs and reasonable attorney's fees) arising directly or indirectly out of the acts or omissions of the Home District, its directors, officers, employees or agents in connection with this Agreement to the extent commensurate with the Home District's scope of liability or indemnity established by the Political Subdivision Tort Claims Act.

Glade Run agrees to indemnify the Home District, its directors, officers, agents and employees from and against any and all claims, actions, suits, proceedings, liability, loss, damages, judgments and expenses (including court costs and reasonable attorney's fees) arising directly or indirectly out of the acts or omissions of Glade Run, its directors, officers, employees or agents in connection with this Agreement.

This provision shall survive termination of this Agreement for any reason.

XVIII. ENTIRE AGREEMENT

This document contains the entire integrated agreement between the parties hereto relative to the subject matters hereof and supersedes any and all prior representations, understandings or promises between the parties related thereto.

XIX. NO WAIVERS

No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of rights of such party hereunder.

XX. JURISDICTION/VENUE

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Any suit, action or proceeding arising out of or relating to this Agreement shall be brought only in the Court of Common Pleas of Pennsylvania.

WHEREFORE, the parties hereto, by their duly authorized representatives, have executed this Agreement.

GLADE RUN LUTHERAN SERVICES
Signature

	4/15/2026
Steven Green, President/CEO	Date

Signature

_____	_____
Print Name/Title	Date

ATTACHMENT A
GLADE RUN ACADEMY - EDUCATION SERVICES
REFERRAL CONFIRMATION 2026-2027

Name of Student: _____ PA Secure ID #: _____

School District of Residence: _____ Date: _____

_____ is requesting placement of the above-referenced student at Glade Run
[Insert Name of School District]

Lutheran Services/Glade Run Academy ("Glade Run") in the following program pending acceptance by Glade Run.
(Please note: billing is prorated over a 9-month period.)

Educational Services (check one):

- ☐ Enhanced Education Program - \$233.75 per student per days enrolled
- ☐ Life Skills Program - \$233.75 per student per student per days enrolled
- ☐ Autism Education Program - \$285.15 per student per days enrolled
- ☐ ESY (Extended School Year) - \$3,750.00 per student per session
- ☐ Kindergarten - \$233.75 per student per days enrolled
- ☐ Transitions Programming - \$233.75 per student per days enrolled
- ☐ Partial Hospitalization Program Educational Services - \$165.45 per student per days enrolled
- ☐ Partial Hospitalization Program Online Instruction Support - \$100.00 per student per days enrolled
- ☐ Utica Enhanced Education Program - \$233.75 per student per days enrolled
- ☐ One-on-One Instruction - \$40.00 per hour for up to 6.25 hours per school day
- ☐ Independent Living Experience (One week of 24/7 care and support) - \$2,000 per session

Other Fees:

- ☐ Speech/Language Therapy (Session, Screening, & Support) - \$135 per hour
- ☐ Speech Evaluation - \$415 flat fee
- ☐ Hearing Screening - \$115 per hour
- ☐ Occupational Therapy - \$115 per hour
- ☐ Physical Therapist (Session/Evaluation) - \$150 per hour

These rates are subject to change based on the contractors utilized to assist in providing these services.

I confirm that I am authorized to recommend the placement of the above-referenced child for the service indicated above.

Signature: _____ Date: _____

Name (Printed): _____

Title (check box): ☐ Director of Special Education ☐ School Psychologist ☐ Principal ☐ Superintendent

Return to Kelly Wheeler at Enrollment@gladerun.org

A copy of this Referral Confirmation shall be valid as the original.

FOR EDUCATION DEPARTMENT USE ONLY: Date of Admission: _____

SERVICES AGREEMENT

THIS AGREEMENT by and between the **Northwestern School District** ("District"), a political subdivision of the Commonwealth of Pennsylvania, with its principal offices at 100 Harthan Way, Albion, PA 16401-1311

and

Northwestern Community Youth Center, Incorporated ("NCYC"), a Pennsylvania non-profit corporation with an address of 30 E State Street, Albion, PA 16401-1311.

Whereas, the District, in its mission of educating young people, understands that student learning takes place outside of school hours, and that career guidance and development, student mentoring, outside activities, and community involvement are keys to helping develop young men and women;

Whereas, the District wishes to promote such activities that complement in-school education activities, for the betterment of its students; and

Whereas, NCYC offers the above-referenced programs to the youth of the Northwestern School District area.

Now, therefore, in consideration of the following covenants and agreements, and intending to be legally bound, the parties agree as follows:

1. Services. For the consideration set out below, NCYC shall provide Northwestern School District students the following services:

- Promotion of student attendance programs so that students remain until graduation.
- Career information and programs.
- Homework assistance for elementary and middle school students, including summer reading and math program support.
- Access to a computer area with at least ten (10) computers and high speed internet access.
- Extracurricular activity programs and miscellaneous social events.
- After-school socialization and specialized academic experiences, such as photography courses, art and craft classes, computer skills courses, etc.
- Coordination and involvement of students in community service projects.

NCYC may provide additional programs and services pursuant to mutual agreement of the parties.

2. Secular Content. The programs, services and activities to be furnished by NCYC to Northwestern School District students pursuant to this agreement shall be secular in

content and character and shall not endorse, promote or otherwise advance any religion or specific religious belief or practice. Such programs, services and activities shall be made available to any student enrolled in the Northwestern School District and NCYC shall not discriminate on the basis of such students' gender, race, religion, ancestry, national origin or disability.

3. **Terms of Agreement.** The term of this Agreement shall be for 12 months effective July 1, 2026 to June 30, 2027. The Center will provide these services during the school term and will also include a summer park program. During the school year the Center's days of operation will follow the school calendar.
4. **Consideration.** For services rendered during the term of this Agreement, the District shall pay NCYC the amount of three thousand dollars (\$3,000), as an initial installment payable by September 1, 2026. An additional match of up to three thousand (\$3,000) will be available and payable upon proof of fundraising proceeds provided by the NCYC, during the agreement period of July 1, 2026 – June 30, 2027. Total payment from the district will not exceed \$6,000 during the agreement period.
5. **Expenditures.** The monies paid to NCYC by the Northwestern School District pursuant to this Agreement shall be expended exclusively for the provision of the programs, services and activities to be provided by NCYC to Northwestern School District students and shall not be used to defray other costs or operations of NCYC. NCYC shall provide to Northwestern School District a budget of the proposed program expenditures and, on or before the first day of each succeeding calendar month shall provide to Northwestern School District a detailed budget report that includes expenditures to date. In addition, NCYC shall provide a report of the number of students that have participated in its programs. Invoices and other supporting documentation for such expenditures shall be made available to the Northwestern School District, its auditors or other representatives upon request. At the end of the term, or upon any earlier termination, of this Agreement, any monies paid to NCYC that have not been expended for the programs, services and activities to be provided hereunder, shall be refunded to Northwestern School District within thirty (30) days.
6. **Clearances/Permits.** NCYC employees directly working with students shall possess Act 34 PA Criminal History Record Check, Act 151 PA Child Abuse History Clearance, Act 114 FBI Fingerprint Clearance and Act 168 Sexual Misconduct/Abuse Disclosure Release form at no cost to the District. Proof of such clearances shall be submitted to the District Superintendent. NCYC shall be responsible for the acquisition of any needed permits or licenses (and the costs of same) to perform its services under this Agreement.
7. **Use of District Facilities.** It is anticipated that in providing services for District students, from time to time, NCYC may be utilizing District classrooms, athletic fields and facilities. Any fees charged to NCYC will be in accordance with District policy on facilities usage and shall be separate from this Agreement.
8. **Insurance.** NCYC shall maintain insurance coverage for its activities under its Agreement, and shall name the District as an additional insured under NCYC's insurance policies so as to protect the District from any liability for NCYC's activities under this Agreement. Such insurance shall provide coverage to the District on a primary basis and without the necessity of any contribution by the District or the

application of alternative insurance coverage. NCYC's coverages and coverage amounts shall be, at minimum:

- | | |
|---------------------------|----------------------------|
| a. Auto Hired/Non-owned | \$1,000,000/\$2,000,000 |
| b. General liability | \$1,000,000/\$2,000,000 |
| c. Professional liability | \$2,000,000 |
| d. Worker's compensation | \$100/500/100 in thousands |

9. Extent of Liability and Indemnification. NCYC shall indemnify, defend and hold harmless the District from and against any and all damages, costs, including attorney's fees, judgments, settlements, claims or expenses of any nature arising out of its performance under this Agreement. To the fullest extent permitted by law, NCYC, for itself and for its subcontractors and suppliers and their respective agent, employees and servants, expressly waives any and all immunity or damage limitation provisions available to any agent, employee or servant under any workers compensation acts, disability benefit acts or other employee benefit acts, to the extent such statutory or case law would otherwise limit the amount recoverable by the District pursuant to this indemnity provision. Compliance with insurance requirements shall not relieve NCYC of any responsibility to indemnify the District for any liability. Indemnity obligations shall not be reduced or negated by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim or refusal to defend the District as an additional insured.

10. Termination. Either party shall have the right to terminate this Agreement at any time upon thirty (30) days prior written notice, via certified mail. Any advance payments made by the District for services under this Agreement shall be refunded to the District on a pro rata basis within thirty (30) days from the last date services are to be provided.

11. Assignment. Neither party may assign its rights and responsibilities under this Agreement, absent the written consent of the other party.

12. Information. The Northwestern Community Youth Center's director along with Board representatives shall meet with the school district by the end of February each year to provide updated information to address the concerns shared by the school directors. Additional funding may be considered at this time.

13. Entire Agreement. Unless otherwise noted, this Agreement contains the entire agreement of the parties, and no other agreement, statement or promise made by any party to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.

IN WITNESS WHEREOF, the parties have duly executed this Services Agreement.

ATTEST

NORTHWESTERN SCHOOL DISTRICT

By: _____
Secretary

By: _____
President, Board of School Directors

Date: _____

WITNESS/ATTEST

NORTHWESTERN COMMUNITY YOUTH
CENTER, INCORPORATED

By: _____

By: _____
President

Date: _____

DRAFT

CONTRACT FOR SCHOOL NURSING SERVICES

This AGREEMENT is made and entered into on this 17th day of June 2026, by **BAYADA Home Health Care, Inc.**, with a service office located at 1600 Pennsylvania Avenue, Suite 9, Erie, PA 16505 (hereinafter referred to as **BAYADA**) and **Northwestern School District**, located at 100 Harthan Way, Albion PA 16401 (hereinafter referred to as **SCHOOL**).

BAYADA is a Home Care Agency, licensed to provide services in the states where care is rendered, and **SCHOOL** has identified a need for a nurse to provide basic nursing care to its students.

WHEREAS it is the desire of both parties to make provision for nursing services, to include any setting where student is receiving educational services, in accordance with the terms of this Agreement.

THEREFORE, in consideration for the mutual covenants expressed herein, **BAYADA** and **SCHOOL** agree to the terms and conditions outlined herein:

I. RESPONSIBILITIES OF BAYADA

- A. Qualifications of Personnel. The Nurse supplied by **BAYADA** shall be a Registered Nurse (RN) or Licensed Practical Nurse (LPN) who shall hold all necessary licenses, registrations and/or certifications as requested by the **SCHOOL** district and in accordance with state and federal rules and regulations. All services shall be provided pursuant to applicable state and federal laws.
- B. Personnel Records Inspection. **BAYADA** shall make available for inspection, upon the request of **SCHOOL**, the personnel files of its nurse who is providing onsite services. The contents of such file will include:
 - 1. Verification of current licensure or certification as applicable; and
 - 2. Completed application for employment or resume; and
 - 3. Verified references; and
 - 4. Evidence of annual performance evaluation; and
 - 5. A criminal record check, conducted upon hire, if required by state law; and
 - 6. Evidence of at least one annual in-service education or training in accordance with applicable state regulations.
 - 7. Completed and Verified Sexual Misconduct/Child Abuse Disclosure forms.
- C. Service. **BAYADA** shall provide an RN/LPN to **SCHOOL** per **SCHOOL's** request. The RN/LPN will provide basic nursing services to **SCHOOL's** students currently attending schools located within **SCHOOL's** district. **SCHOOL** acknowledges and understands that **BAYADA** cannot guarantee services. All services will be provided subject to the availability of a qualified nurse. Upon execution of this Agreement, **SCHOOL** will provide **BAYADA** with a schedule of the **SCHOOL** calendar including all scheduled days off.
- D. Place of Performance. **BAYADA** will provide services primarily at schools located within the **SCHOOL's** district. to include any setting where student is receiving educational services, in accordance with the terms of this Agreement. **SCHOOL** acknowledges and understands

that **BAYADA** cannot guarantee services. All services will be provided subject to the availability of a qualified nurse.

E. Insurance.

1. **BAYADA** shall maintain general liability and professional liability coverage for any negligent acts or omissions of **BAYADA** employees which may give rise to liability under this Agreement.
2. **BAYADA** shall maintain, at its sole expense, Workers' Compensation insurance for its employees.

F Indemnification. **BAYADA** agrees to indemnify and hold **SCHOOL** harmless with respect to all claims and expenses arising out of, or resulting from, the sole negligence or omission of **BAYADA** or its employees or agents while on assignment to **SCHOOL**.

G Equipment and Supplies. **BAYADA** will supply **BAYADA** employee with all Personal Protective Equipment (PPE).

H Payment of Personnel. **BAYADA**, as an employer, shall remain responsible for the payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State and local tax withholdings, Workers' Compensation, Social Security, employment and other insurance requirements for its personnel.

II. RESPONSIBILITIES OF SCHOOL

A. Payment for Services. **SCHOOL** will remain responsible to compensate **BAYADA** for services rendered pursuant to this Agreement. Section III hereunder shall govern billing terms and compensation.

B. Insurance.

1. **SCHOOL** shall maintain at its sole expense valid policies of general liability insurance, covering the negligent acts or omissions of **SCHOOL** acting through its directors, agents, employees or other personnel which may give rise to liability under this Agreement.
2. **SCHOOL** shall maintain, at its sole expense, Workers' Compensation insurance for its employees.

C. Indemnification. **SCHOOL** agrees to indemnify, defend, and hold **BAYADA** harmless with respect to any and all claims and expenses arising from, relating to, or resulting from (1) any act or omission of **SCHOOL** or its employees or agents in connection with the performance of this Agreement, (2) those acts of **BAYADA** employees while working under the direction of **SCHOOL**, its staff or its policies or procedures.

D. Equipment and Supplies. **SCHOOL** will supply **BAYADA's** RN/LPN with all necessary equipment, tools, materials and supplies necessary to perform services under this Agreement.

E. Employment Status. **SCHOOL** understands and agrees that the RN/LPN is an employee of **BAYADA**, and **SCHOOL** will not attempt to solicit the RN/LPN to work privately for **SCHOOL**, without written authorization from **BAYADA**, during the term of this Agreement and for one (1) year following its termination or expiration. **SCHOOL** recognizes the

recruiting, training and retention expenses that **BAYADA** encounters as an employer and acknowledges that **BAYADA** is not a placement or referral service. Should **SCHOOL** desire to hire one of **BAYADA**'s employees, **SCHOOL** agrees to provide **BAYADA** with written notice and pay a liquidated damages fee equal to four (4) months of the specific employee's annual gross salary or \$10,000.00 whichever is greater. This fee shall apply to any **BAYADA** employee **SCHOOL** wishes to hire.

- F. Compliance Program. **BAYADA** values honesty and confidentiality in all business interactions. **SCHOOL** agrees to report questionable activities involving **BAYADA**'s employees to the local office Director named below or to the Compliance Hotline at 1-866-665-4295.
- G. Orientation, Training and Supervision. **SCHOOL** will provide all necessary training prior to a nurse working independently. This includes but is not limited to:
1. Orientation to the school setting- nurses station; emergency equipment, administrative office and school geography.
 2. Training to documentation requirements including forms and filing of forms.
 3. Orientation to the general care and emergency protocols orders
 4. Orientation to all relevant associated procedures.
 5. Back up supervision or resource will be available for any questions or concern.

III. BILLING AND COMPENSATION

- A. **SCHOOL** agrees to compensate **BAYADA** at a rate of \$57.50/hour for R/LPN services provided under this Agreement. **SCHOOL** must provide **BAYADA** with a twenty-four (24) hour cancellation notice or will be subject to charges for services requested.
- B. **BAYADA** shall forward to **SCHOOL** an itemized bill on a weekly basis.
- C. **SCHOOL** agrees to pay submitted bills within sixty (60) days of receipt. Any bill not paid within the sixty (60) day period will be considered delinquent. **BAYADA** reserves the right to pursue any collection remedies to resolve a delinquent account. **SCHOOL** agrees to reimburse **BAYADA** for all collection costs, including attorneys' fees and expenses.

IV. TERM AND TERMINATION

- A. This Agreement will come into effect beginning on July 1, 2026 and will remain in effect through June 30, 2027. This Agreement may be extended upon the written consent of each party outlining the terms and time for extension.
- B. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice. If less than thirty (30) day advance notice of cancellation is given, a service charge of fourteen (14) days will be incurred.
- C. Either party may terminate this Agreement for cause due to the occurrence of one of the following events by giving ten (10) days prior written notice:
1. Dissolution or bankruptcy of either **BAYADA** or **SCHOOL**.
 2. Failure of either **BAYADA** or **SCHOOL** to maintain the insurance coverages required hereunder.
 3. Breach by **BAYADA** or **SCHOOL** of any of the material provisions in this Agreement.

V. ADDITIONAL TERMS

- A. Governing Law. This Agreement will be construed and governed in all respects according to the laws of the Commonwealth of Pennsylvania.
- B. Relationship to Parties. The parties enter into this Agreement as independent contractors. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.
- C. Assignment. This Agreement may not be assigned by either party, in whole or in part.
- D. Modification of Terms. No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.
- E. Notices. Any Notice given in connection with this Agreement will be given in writing to the other party, at the party's address listed above. Any party may change its address as stated herein by giving Notice of the change of address in accordance with this Paragraph.
- F. Confidentiality. Except for acknowledging the existence of this Agreement, the parties understand and agree that the terms of this Agreement, including all payment terms, shall be kept confidential unless disclosure is required by law or the parties agree, in writing, to such disclosure. All methods and mode of conduct of business for **SCHOOL** and **BAYADA** are to be kept confidential by **SCHOOL** and **BAYADA** and not disclosed to any other party or used in part or whole without the permission of **SCHOOL** and/or **BAYADA**.
- G. Entire Agreement. This writing evidences the entire Agreement between **BAYADA** and **SCHOOL**; there are no prior written or oral promises or representations incorporated herein. Each Attachment, Fee Schedule, Exhibit or other documents referenced herein and/or attached to this Agreement are incorporated herein as if the same was set out in full in the text of this Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or electronic (email) transmission shall be effective as delivery of a manually executed counterpart hereof.

Date: _____

Date: _____

Brian King
Associate Director
Signing with authority for
BAYADA Home Health Care, Inc.

Signing with authority for
Northwestern School District