



**2024-2025 Agreement for Educational Services**

It is agreed The Bradley School shall provide Education Services in accordance with each enrolled student’s IEP, 504 service plan, or sending school district’s requirements.

Services will be provided per Bradley’s official school calendar during each day the sending district has elected to enroll a student. The cost for services is broken down below per day per enrolled child based on their classroom placement.

Special Education	\$193.14
Life Skills	\$198.93
Transitions	\$204.90
Special Education/45 day placement	\$211.05
Autism	\$217.38
5 Week Extended School Year Program Summer 2025	\$3,700

Additional costs for related and ancillary services provided at The Bradley School are as follows:

- Group Counseling /Individual Counseling--- included in daily tuition rate and no extra cost to the District
- One to One Staff Support- \$21/hour
- We contract all related services and ELL services with the Allegheny Intermediate Unit. Rates will be determined by the AIU.

The Bradley School is also able to offer psychological services by a contracted certified school psychologist. The cost for services is \$80.00 per hour for consultation (i.e. IEP meetings, behavioral consultation, analyzing data) and individual testing not as part of a full evaluation. The cost would be \$350 per evaluation without cognitive testing and \$700 per evaluation with cognitive testing.

An invoice with allocations of costs will be issued on a monthly basis. Costs for psychological services may include, but are not limited to: testing of students, meeting with teachers to collect data, observing students, including functional, behavior assessments per requested by school district, administrative time to interpret data and write reports, counseling per requested by school district, and attendance at meetings per requested by school district.

Bradley School complies with all employment history review and criminal history report requirements of Sections 111 and 111.1 of the School Code, as amended, and child abuse certification required by the Child Protective Services Act, as amended, and all required renewals for all of its employees, volunteers and independent contractors that have contact with District students. Criminal history reports, child abuse certifications and renewals shall be maintained by the Bradley School and may be reviewed by the District at any time during the term of this Agreement.

**ATTENDANCE**

The Bradley School agrees to record student attendance and to notify the District in writing if there is less than a 90% attendance rate by the student.





### **WITHDRAWAL**

- A. Except for a termination due to failure of the School District to pay amounts due and owing, no termination shall take effect, and no student shall be disenrolled, until the earlier of: (a) the student's parent or legal guardian has consented by execution of a "notice of recommended educational placement," (b) in the absence of such consent, until the change of placement is approved by final order of a hearing officer, appeals panel, or court, or (c) the student disenrolls from the School District.
- B. If The Bradley School notifies the School District that placement with The Bradley School is no longer appropriate, the parties will cooperate to resolve a change of placement subject to the "stay put" provisions under applicable special education law. In such event, the School District will initiate steps necessary to effectuate a change in placement, including, but not necessarily limited to convening the IEP team, requesting parents' execution of a "notice of recommended educational placement," and pursuing due process, including, if applicable, expedited due process.
- C. In the event a student disenrolls from the School District, the enrollment of that student by the School District in The Bradley School shall terminate upon the provision of written notice to The Bradley School.

### **INDEMINIFICATION**

Contractor shall defend, indemnify and hold the Client (SCHOOL DISTRICT) and its directors, officers, employees, agents and representatives ("Indemnitees") harmless from and against any and all claims, demands, actions, causes of action, damages (including compensatory, consequential, punitive and exemplary damages included in any judgment or award to a third party), fines, penalties, liabilities, judgments, and costs and expenses (including reasonable attorney's fees) (collectively, "Losses") to the extent arising out of or resulting from (i) Contractor's breach of or failure to perform any of its duties, obligations, or warranties contained in this Agreement; (ii) the negligent acts or omissions of Contractor or any employee of Contractor assigned to provide services under this Agreement; provided in each case that the Client shall give prompt notice, cooperation and assistance to Contractor relative to any such claim or suit, and provided further in each case that Contractor shall have the option to undertake and conduct the defense of any suit so brought (including, without limitation, selecting counsel therefore).

The SCHOOL DISTRICT shall defend, indemnify and hold the Contractor and its directors, officers, employees, agents and representatives ("Indemnitees") harmless from and against any and all claims, demands, actions, causes of action, damages (including compensatory, consequential, punitive and exemplary damages included in any judgment or award to a third party), fines, penalties, liabilities, judgments, and costs and expenses (including reasonable attorney's fees) (collectively, "Losses") to the extent arising out of or resulting from (i) The SCHOOL DISTRICT's breach of or failure to perform any of its duties, obligations, or warranties contained in this Agreement; or (ii) the negligent acts or omissions of the SCHOOL DISTRICT or any employee of the SCHOOL DISTRICT assigned to provide Services under this Agreement; provided in each case that the Contractor shall give prompt notice, cooperation and assistance to the SCHOOL DISTRICT relative to any such claim or suit, and provided further in each case that the SCHOOL DISTRICT shall have the option to undertake and conduct the defense of any suit so brought (including, without limitation, selecting counsel therefore). The SCHOOL DISTRICT's indemnification covenant is subject to and with reservation of any immunities and limitations of liability afforded to the SCHOOL DISTRICT by applicable law, including, but not limited to, the Political Subdivision Tort Claims Act. The SCHOOL DISTRICT shall not be obligated by this provision to provide defense or indemnity upon any claim from which it is immune by applicable law or any damages exceeding any limitation of damages under applicable law.





**CONFIDENTIALITY**

Contractor and the School District shall not during or after the termination of this Agreement use for its benefit or disclose or divulge, in any matter to any third party, any confidential information without the written consent of the respective Parties or pursuant to a court order or subpoena. Confidential information for the purposes of this paragraph shall include, but is not limited to, the following:

1. Any student or related records or other such records or documents that are subject to the Family Educational Rights and Privacy Act ("FERPA"); and
2. Any record or document (whether electronically retained or retained in hard copy) that is in any way protected by any privacy law, regulation, policy, or mandate.

Confidential information for purposes of this paragraph shall not include any information that is or becomes available to the general public, provided the disclosure of such information did not result from a breach by Contractor or the SCHOOL DISTRICT of this paragraph.

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School District

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District Representative

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Lisa R. Fox, Chief Executive Officer

\_\_\_\_\_  
Date

06-25-24

\_\_\_\_\_  
Date

