

ST. ANTHONY POST-SECONDARY PROGRAM/ PUBLIC SCHOOL DISTRICT SERVICE AGREEMENT

Made this 5th day of June, 2023 and valid from August 21, 2023 through June 30-2024 by and between **ST. ANTHONY SCHOOL PROGRAMS**, a school organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal offices located at 2000 Corporate Drive, Wexford, Pennsylvania 15090, (hereinafter referred to as "St. Anthony") and **CHARTIERS VALLEY SCHOOL DISTRICT**, a school organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal offices located at 2030 Swallow Hill Road, Pittsburgh, Pennsylvania 15220 (hereinafter "School District" or "District").

STUDENT(S): Nathaniel Cato
269 Orchard Spring Road
Pittsburgh, PA 15220

Nicholas Jameson
1376 Raven Drive
Pittsburgh, PA 15243

SERVICE SUMMARY:

- Educational placement located on the campus of Duquesne University, Pittsburgh, PA
- Functional academics and instructional classes 1time/week, including Math, Reading, Job Readiness, Budgeting, Behavioral Health, Health and Nutrition, Physical Education, Current Events, Music Therapy, and Creative Writing
- Daily living and functional life skills at Apartment 1time/week. Applied mobility training specific to Pittsburgh Regional Transit 4 times/year; walking mobility training using navigation applications 6 times/year; in addition to daily campus mobility.
- On- and off-campus vocational training; each student will have 2-5 vocational training sites perweek for the entire school year.
- Suggested IEP goals will be provided to the district and the IEP team may individualize the goals if necessary and appropriate. Progress monitoring of the IEP goals will be given 2 times/year unless more frequent progress reporting is required by a student's IEP. Vocational progress reports for each job site will be given 3 times/year, unless more frequent progress reporting is required by a student's IEP.
- 25 Duquesne work study students serving as job coaches, class assistants, friends, mentors
- Students are eligible to participate in the 2-week SASP summer camp at no additional fee. However, if the district requests data collection for ESY goals, a separate invoice for \$500 per student attending will be sent.
- St. Anthony and the District, will, on an as needed basis, review the student's progress in implementing and achieving the educational goals heretofore established.

PAYMENT SUMMARY:

The District, in consideration of the services provided by St. Anthony, shall compensate St. Anthony pursuant to the fee schedule set as \$19,000 annually per student.

- The District is obligated for the duration of the 2023-2024 school year based on the enrollment of the student at St. Anthony School.
- If a student is enrolled at St. Anthony **after** the beginning of the school year, the billing for enrollment shall be prorated based on the number of remaining school days for that year for St. Anthony.
- St. Anthony shall provide a bill to the District for services rendered at the beginning of the current school year. The District shall issue payment to as soon as possible. If specific payment arrangements need to be discussed, they can be on a case by case basis

INDEMNITY

The parties hereby agree to indemnify, defend, and hold harmless each other, their respective directors, officers, employees, agents, and affiliated corporations from any and all claims and losses, including attorney's fees, accruing or resulting to any person, firm, or corporation who claims injury or damages during the term of this Agreement which resulted from the acts or omissions of the party's employees or agents, any real property owned or leased by such party, or the operation or maintenance of any equipment or vehicle provided or used by such party, including costs and expenses in violation of proprietary rights, or right of privacy arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this Agreement, or based in any libelous or unlawful matter contained in such data.

INSURANCE

St. Anthony shall maintain and keep in force public liability, personal liability, property damage, and workmen's compensation insurance, insuring St. Anthony 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.

TERMINATION

St. Anthony and School District agree that either party may terminate this Agreement upon written notice to the other party. In the alternative, the Program may be terminated at any time by mutual written agreement. In either such case, the termination shall become effective at the end of the current school year as defined by St. Anthony's academic calendar.

NOTICE

All notices provided to be given under this agreement shall be given by certified mail or registered mail, addressed to the proper party, at the following address:

St. Anthony: Saint Anthony School Programs
200 Corporate Drive, Suite 580
Wexford, PA 15090-7605

School District: Chartiers Valley School District
2030 Swallow Hill Road
Pittsburgh, PA 15220

GENERAL TERMS

- All staff having direct contact with District students shall have employment history reviews, criminal history reports, and child abuse certification required by 24 P.S. 1-111.1 and 23 PaCs. 6344 and any renewals required by law. St Anthony will notify the School District within 72 hours of learning that a staff member providing services hereunder has been arrested or convicted of a reportable crime under Section 1-111
- St. Anthony shall deliver the program as agreed upon in each student's IEP and agrees to indemnify and hold the District harmless for any successful claim that results in a finding that the student's IEP or any service required thereunder to be provided by St. Anthony was not implemented and/or provided by St. Anthony.
- St. Anthony shall not discriminate in its classroom or program practices.

IDENTITY

The parties understand and agree that St. Anthony's is, and has always been identified as, a non-profit entity operating within the Roman Catholic tradition of charitable works.

FULL AND FINAL AGREEMENT

This Agreement constitutes the sole, final and complete agreement of the parties hereto regarding the within subject matter. It supersedes any prior agreement, written or oral, that the parties hereto may have had regarding the same subject matter. No amendment, modification or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

All the reservations, conditions, covenants and provisions herein contained shall bind and be available to the heirs, or successors, executors, administrators, or assigns, as the case may be, or the Licensor and Licensee, respectively, as though in each case expressly named.

IN WITNESS WHEREOF, the parties acknowledge and sign this agreement the day and year first above written.

WITNESS:



Lisa Hendrickson, Director of Post-Secondary

SAINT ANTHONY SCHOOL PROGRAMS



Mark Sieg, Executive Director

WITNESS:

SCHOOL DISTRICT REPRESENTATIVE

Printed name and title:
