

## SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made this 12 th day of May, 2022, by and between Baldwin-Whitehall School District , with offices located at 4900 Curry Road, Pittsburgh PA 15236 (the "District"), and The Day School in Pittsburgh, a Pennsylvania non-profit corporation ("TDS").

### WITNESSETH:

WHEREAS, TDS currently provides educational and related services to students pursuant to approved alternative educational placements; and

WHEREAS, District requires educational and related alternative education placement services, (the "Services") for those persons enrolled as students of the District whose Individualized Education Plan ("IEP") currently provides for the provision of such alternative educational placements ("Students"); and

WHEREAS, District desires to obtain Services from TDS in accordance with the requirements of applicable Students' IEPs, and TDS desires to provide such services for District under the terms that this Agreement sets forth.

NOW, THEREFORE, in consideration of the forgoing and the mutual promises and covenants that this Agreement contains and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be bound legally, agree as follows:

1. Term and Termination. The term of this Agreement shall commence as of July 1, 2022 and shall continue until July 30, 2023 unless terminated sooner as provided in Section 2 below (the "Initial Term"). Thereafter, the parties may agree to extend this Agreement for subsequent one-year periods (each, a "Renewal Term").

2. Termination; Resignation of Student.

(a) This Agreement may be terminated at any time without cause by either party upon giving of at least thirty (30) days prior written notice to the other party. In the event that either party defaults materially in the performance of any obligation under this Agreement and fails to cure such default within thirty (30) days following receipt of notice of the default from the other party as reasonably determined by the non-breaching party, the party not in default shall have the right to terminate this Agreement immediately. This Agreement further may be terminated immediately in the event that Student moves out of the District.

3. Services. TDS shall provide the Services set forth on Exhibit A for Students mutually agreed upon by the parties as required by each Student's IEP. TDS shall ensure that personnel assigned by TDS to provide the Services pursuant to this Agreement (a) possess all required background checks and clearances mandated by the Pennsylvania Department of Education, including, without limitation, clearances

required such as Act 34, Act 151, and Act 114, and that said background checks and clearances satisfy all requirements and/or polices and/or procedures of the District (b) have signed the Commonwealth of PA Sexual Misconduct/Abuse Disclosure Release (Pursuant to Act 168 of 2014) and (c) meet all other requirements under Pennsylvania law to provide Services to Student. TDS agrees to provide to District copies of all required clearances and other documentation for its agents and employees upon request.

4. Location and Facilities. Services shall be provided on site at TDS's facilities, or remotely via virtual educational training as necessary and consistent with governmental guidelines. TDS will provide designated facilities, equipped with such supplies and equipment (including, but not limited to, any equipment necessary for the provision of Services virtually) as TDS reasonably determines to be appropriate for the provision of the Services.

5. Fees. In consideration for the provision of the Services hereunder, School shall pay to TDS in accordance with the fee schedule set forth on Exhibit A for the Services provided to Student(s) pursuant to and as required by each Student's IEP. TDS will submit an invoice to District at the end of each month for payment for all services provided in the preceding month, along with accompanying time records and/or such other supporting documentation as District may require. Payment will be made to TDS by District net thirty (30) days of receipt of TDS's invoice. Upon termination of this Agreement under Section 2, TDS shall discontinue Services and shall not incur any further fees without prior approval of District. District shall pay TDS for all Services performed prior to the effective date of such termination. TDS shall not bill any Student or such Student's parent or legal guardian for the provision of the Services. In the event that the Agreement is terminated under Section 2 and parent(s) invoke pendency, services shall continue until this issue is resolved and the District will continue to be billed on a monthly basis as set forth herein.

6. Representations and Warranties. Each party represents and warrants that it has and will have full power and authority to enter into and fully perform this Agreement, and that no agreement or understanding with any other person, firm or corporation exists or will exist that would interfere with the performance of their respective obligations under this Agreement.

7. Compliance with Laws. Each party shall perform its obligations pursuant to this Agreement in compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances, and represents that it has obtained all licenses and permits required by law to engage in the activities necessary to perform its obligations to this Agreement.

8. Confidential Information. Both TDS and District acknowledge and agree that they may obtain or acquire access to certain Confidential Information of the other or of Student in connection with the performance of this Agreement. TDS and District each therefore acknowledge and agree that any Confidential Information received by them and/or their respective agents or employees will be treated in full confidence and will not be revealed or disclosed to any other persons, firms or organizations except in accordance with applicable laws. For purposes of this Agreement, "Confidential Information" shall mean all personnel records, financial information, Student's educational records and information, Student's IEP, and any other information or data

identified by one party to the other in writing as confidential. TDS agrees to hold all Student educational records and information and Student's IEP records in accordance with the confidentiality, integrity and security requirements of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. §1232g, 34 C.F.R. Part 99 (FERPA). Such records may be used only for the purpose of consulting, interviewing, or assessing Students under this Agreement and may not be disclosed to any third party (including the Student's parents) without the written consent of the District (or District's designee) or Student or as otherwise permitted pursuant to FERPA. Such records, however, may be disclosed to District and/or its school(s) or school officials including administrators, nurses, teachers, and other personnel who have a legitimate educational interest in said records without the prior written consent of the Student's parent or legal guardian.

9. Independent Contractor. TDS acknowledges and understands that it is an independent contractor and not an agent or employee of District, and nothing contained herein shall be construed to create the relationship of principal and agent, employer and employee, partnership or joint venture or any other relationship between the parties. TDS will be responsible for all items normally associated or required to perform the Services and shall set the work schedules of its employees. It is acknowledged and agreed that all individuals assigned to provide Services by TDS hereunder are and shall at all times be employees or agents of TDS, and that TDS shall be solely responsible for paying wages, making required payroll withholdings, and maintaining worker's compensation, unemployment compensation and any other similar insurance or benefits for or on behalf of its employees in full compliance with applicable laws. TDS shall be responsible for the payment of all federal, state, and local taxes and charges, including but not limited to all federal, state and local income taxes, arising out of services performed by its employees in connection with this Agreement.

10. Insurance. TDS shall purchase and maintain the following insurance coverages during the term of this Agreement: worker's compensation, if applicable, to statutory limits; comprehensive general liability in the amount of \$1,000,000 combined single limit bodily injury and property damage. TDS shall furnish District with evidence of the insurance coverages required upon request.

District shall purchase and maintain the following insurance coverages during the term of this Agreement: worker's compensation, if applicable, to statutory limits; comprehensive general liability in the amount of \$1,000,000 combined single limit bodily injury and property damage. District shall furnish TDS with evidence of the insurance coverages required upon request.

11. Indemnification. TDS shall defend, indemnify and hold District and its directors, officers, employees, agents, representatives, affiliates and related companies ("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) TDS'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 TDS or any employee of TDS assigned to provide Services under this Agreement; provided in each case that District shall give prompt notice, cooperation and assistance to TDS relative to any such claim or suit, and provided further in each case that District shall have the option to undertake and

conduct the defense of any suit so brought (including, without limitation, selecting counsel therefore).The defense and indemnification obligations of TDS shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for TDS under any workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts, and TDS hereby expressly agrees to waive any provision of any such statute or act whereby TDS could otherwise preclude its joinder as an additional defendant or avoid liability in any action at law or in equity or otherwise.

District shall defend, indemnify and hold TDS and its directors, officers, employees, agents, representatives, affiliates and related companies ("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) 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 District or any employee of District assigned to provide Services under this Agreement; provided in each case that TDS shall give prompt notice, cooperation and assistance to District relative to any such claim or suit, and provided further in each case that TDS shall have the option to undertake and conduct the defense of any suit so brought (including, without limitation, selecting counsel therefore).The defense and indemnification obligations of District shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for District under any workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts, and District hereby expressly agrees to waive any provision of any such statute or act whereby District could otherwise preclude its joinder as an additional defendant or avoid liability in any action at law or in equity or otherwise. Notwithstanding the foregoing, the District' indemnification obligations are subject to and limited by any other immunities from liability or limitation of damages afforded to the District by applicable law, including the Political Subdivision Tort Claims Act.

12. Notices. Unless specifically provided herein, all notices required to be given under this Agreement shall be given in writing and may be deemed to have been given three (3) days after being deposited in the United States certified or registered mail, or with any reputable overnight delivery company, prepaid, and addressed to the proper Party, at the following address: or to such other addresses as such Party shall give notice to the other Party:

The Day School  
1405 Shady Avenue  
Pittsburgh, PA 15217  
ATTN: Eva Bizzozero

Baldwin-Whitehall School District  
4900 Curry Road  
Pittsburgh, PA 15236  
ATTN: Marissa Gallagher

13. Governing Law. This Agreement shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law rules.

14. Non-Discrimination. TDS and District shall assure that the Services provided pursuant to this Agreement are rendered without regard to race, sex, national origin, age, disability, or any other protected category under federal, state or local law.

15. Miscellaneous. Any waiver by either party of a breach of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any other breach of such provision or of any breach of any other provision of this Agreement.

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

This Agreement sets forth the entire agreement of the parties on the subject matter hereof and supersedes all previous or concurrent agreements between them, oral or written.

The terms of this Agreement may not be modified or changed except by a writing that both parties sign. This Agreement shall inure to the benefit of the District and TDS and the District's successors and assigns.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[Signatures on page to follow]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THE DAY SCHOOL

Baldwin-Whitehall School District

BY:



\_\_\_\_\_

BY:

\_\_\_\_\_

NAME: Wendy Pardee

NAME: \_\_\_\_\_

TITLE: President and CEO

TITLE: \_\_\_\_\_

DATE: 5.12.22

DATE: \_\_\_\_\_

BY:



\_\_\_\_\_

NAME: Billi Jo Huffman

TITLE: Chief School Administrator

DATE: 5.12.22

**EXHIBIT A**

**Services and Fees, Schedule and Duties**

**A. Services and Fee Schedule.**

During the Term of this Agreement, TDS shall provide the Services as required under the Student's IEP, with such Services further described below, and shall be compensated for such Services pursuant to the following Fee Schedule.

1. Services Fee Schedule:

<b>SERVICES</b>	<b>FEES</b>
Approved Private School PDE 4010 State Subsidized Slots	\$68,355 per year / \$379.75 per day
Approved Private School Non-PDE Slots	\$68,355 per year / \$379.75 per day
Licensed Private Academic Slots	\$45,000 per year / \$250 per day
Job Span	\$35000 per year/ \$194.45
<b>A la Carte Menu</b>	
Occupational Therapy*	\$75/ hr.
Physical Therapy*	\$90/ hr.
Speech/Language Therapy*	\$75/ hr.
Feeding Support*	\$75 / hr.
BCBA services *	\$75/ hr.
Psychological Services*	\$75/ hr.
Social Work Services*	\$65/ hr.
1:1 Paraprofessional	Per diem rate of \$256, with a minimum rate of \$125 for any day with less than 4.5 hours. Total yearly rate for a fulltime paraprofessional \$46,080.
Extended School Year Services (Summer of 2023)	\$4000 for the entire session

The Services marked with an \* are included in the Tuition Rate. The remaining services, if the IEP team determines that this support is appropriate, are not included in the tuition rate.

## 2. Description of Services:

### (a) PDE 4010 State Subsidized Slots and Non-4010 Slots:

Schools will be offered a 4010 slot (subject to usual enrollment and PDE approval process) when it becomes available. The 4010 slots are offered to Schools in the date order of signed agreements for enrolled students. The District will be notified by mail and phone when the opening becomes available.

### (b) 1:1 Services

TDS will provide the services of one paraprofessional per qualified Student to perform and provide the paraprofessional behavioral support or personal care services required by the Student's IEP, as the same may be revised from time to time during the term of this Agreement. The paraprofessional shall be selected in the sole discretion of TDS. [It is acknowledged and agreed that during the standard school year, TDS will invoice, and District shall pay for such 1:1 Services for all 180 days in which school is in session.]

### (c) Extended School Year Program:

The extended school year (ESY) program is designed for Students who's IEP team had determined, on an individual basis that such ESY services are necessary for the provision of a Free Appropriate Public Education (FAPE) in accordance with applicable Pennsylvania statutes and regulations, including 22 Pa. Code §14.132 and 22 Pa. Code §711.44, relevant federal regulations, court decisions and Pennsylvania Department of Education (PDE) policy concerning Extended School Year services for children with disabilities, as may be amended from time to time, ...who need continued educational support through a designated time in the summer as mutually agreed to by TDS and District. The ESY Services provided through TDS will occur during the Contract Session but could be possibly modified, depending on the needs of the District and as mutually agreed upon by the District and TDS. Students will receive educational support that applies directly to the stated goals within the Student's IEP and in collaboration with the District.



# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Day School**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
**1405 Shady Avenue**

**6** City, state, and ZIP code  
**Pittsburgh, PA 15217**

**7** List account number(s) here (optional)

Requester's name and address (optional)

Print or type.  
See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Social security number**

				-			-				
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or

**Employer identification number**

8	7	-	2	7	0	5	8	6	2
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**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**    Signature of U.S. person *Jack L Morris*    Date ▶ 3/16/2022

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*