



## Apollo-Ridge School Board Legislative Meeting

Apollo-Ridge High School Community Room

Monday, June 27, 2016 6:30 p.m.

### MINUTES

#### I. Call Meeting to Order

The meeting was called to order by Board President, Mr. Gregory Primm, at 6:35 p.m. Mrs. Jennie Ivory, Board Secretary, was requested to conduct the roll call and following same, declared a quorum present.

#### II. Pledge of Allegiance to the Flag

#### III. Roll Call

**Board Members Present:** Mr. Dominick Duso (6:38 p.m.), Mr. Jim Ferguson, Mr. Rick Fetterman, Mr. Paul King, Mr. Forrest Schultz, Mrs. Susan Wenckowski, Mr. Gregory Primm

**Board Members Absent:** Mr. Dan Obriot, Mrs. Rebecca Ross

**Administrators Present:** Dr. Matthew Curci

**Administrators Absent:** Not required to attend

**Guests:** George Guido, Valley News Dispatch  
Cris Kostiuik  
Jamie Laws, Alcoa Foundation  
Donna Rupert  
Lois Rupert  
Virginia Madison

**Solicitor:** Not present

#### IV. Approval of Legislative Meeting Minutes

Be it resolved that the Apollo-Ridge Board approves the minutes of the Monday, May 23, 2016, Legislative Meeting and the June 9, 2016, Special Meeting.

Motion: Mr. Fetterman Second: Mrs. Wenckowski

Voice Vote: 7 AYE 0 NAY

#### V. Meetings from the Previous Month

Committee Meeting Monday, May 16, 2016 (6:40 PM – 7:19 PM)  
Executive Session: Personnel/Legal Matters (7:25 PM – 7:38 PM)

Legislative Meeting Monday May 23, 2016 (6:35 PM – 6:51 PM)  
Executive Session: Personnel/Legal Matters (7:10 PM – 7:30 PM)

## VI. BOARD AND SUPERINTENDENT REPORTS

- A. Lenape Vocational Technical School  
Mrs. Wenckowski reported on the June 16, 2016 JOC Meeting
- Insurance coverage was renewed at a 2% decrease in cost
  - Disposed technology-based items and textbooks
  - Approved eleven policies and the first readings of three additional policies
  - Hired building construction technology instructor and principal
  - Accepted, with regrets, the retirement of Gary Smail, custodian, after 38 years of service
- B. ARIN Intermediate Unit #28  
Mrs. Wenckowski reported on the June 21, 2016, BOD Meeting
- Approved two resignations, two employments, two changes in status, one recall, and several internships and volunteers.
  - Granted tenure to four teachers
  - Approved the four retirements over 100 years combined service
  - Approved several agreements that included bus routing, substitute out-sourcing, medical review of IEP's and lease agreements for early intervention programs
  - Approved revised 2015-2016 and 2016-2017 budgets
- C. Legislation  
No report given in Mr. Obriot's absence
- D. Apollo-Ridge Education Foundation  
Mrs. Kostiuk provided details on the following topics:
- Alcoa Grant - \$15,000 for Project Lead The Way Launch Curriculum for Grades 1-5
  - Friend of the Foundation Award: Jamie Laws
  - Teeter & Associates Presentation
  - Silent Auction/Gala set for November 5, 2016 at The Links
  - Next Meeting: September 19 at 5:30 PM
- E. Superintendent Report (Dr. Matthew E. Curci)
- Apollo Bicentennial – Apollo200.Org – July 1- 10, 2016
  - School Resource Officer Agreement
  - Building & Grounds Project Updates
    - Auditorium, Gym, Dug Outs, Middle School Façade, Parking Lot
  - Summer Business Hours – Monday through Thursday, 8:00 AM – 4:00 PM
    - Begin Week of June 15
    - End Week of August 17
  - Open House Schedule – All Open Houses are 6:00-8:00 PM
    - Tuesday, August 16: Grades 3-5
    - Wednesday, August 17: Middle School
    - Thursday, August 18: Grades K-2 and High School
  - Kinder Camp – August 19
  - First Day of School – August 23
- F. Student Council  
Mr. Jones had no report

## IV. RESOLUTIONS

### A. Finance

#### **Resolution A-1**

**Be it resolved** that the Apollo-Ridge Board approves payment of District Bills for the period May 24, 2016, through June 23, 2016 in the amount of \$930,462.35, and the Treasurer's Report for May 2016.

#### **Resolution A-2**

**Be it resolved** that the Apollo-Ridge Board authorizes the administration to pay July bills and those which would accrue finance charges/interest or would result in a discount if paid prior to the next scheduled meeting; and be it further resolved that documentation listing all bills paid and transfers made will be presented to the Board at the August 24, 2015, Legislative Meeting.

**Resolution A-3**

**Be it resolved** that the Apollo-Ridge Board approves the final 2016-17 General Fund Budget in the amount of \$24,092,210\* and be it further resolved the Apollo-Ridge Board, in accordance with Sections 672, 672.1 and 673 of the School Code sets the millage rate at 62.9 in Armstrong County and 14.9 in Indiana County, that is \$6.29 of each one hundred dollars (\$100) of Armstrong County assessed valuation and \$1.49 of each one hundred dollars (\$100) of Indiana County assessed valuation for the 2016-17 school year; enacts without substantial change, the taxes under the local Enabling Act 511 as presently in effect and enacts, without substantial change, the 1969 resolution as amended April 16, 1973, providing for the levy , assessment and collection of a tax of \$5.00 on each resident and inhabitant of the Apollo-Ridge School District.

\*Assigns a total of \$7,543,680 to fund future medical insurance and retirement contributions

**Resolution A-4**

**Be it resolved** that the Apollo-Ridge Board approves the Homestead Property Exclusion Program Act (part of Act 50 of 1998) Taxpayer Act (Act 1 of 2006) as marked Exhibit A-4.

**Resolution A-5**

**Be it resolved** that the Apollo-Ridge Board approves the Budgetary Transfers as marked Exhibit A-5 and furthermore authorizes the Business Administrator to make budgetary transfers as are necessary to close the 2015-2016 school year.

**Resolution A-6**

**Be it resolved** that the Apollo-Ridge Board approves an agreement with Adelphoi Education Services to provide alternative education services for disruptive youth for the 2016-2017 school year as marked Exhibit A-6.

**Resolution A-7**

**Be it resolved** that the Apollo-Ridge Board approves an agreement with Western Psych for specialized academic assistance for the 2016-2017 school year as marked Exhibit A-7.

**Resolution A-8**

**Be it resolved** that the Apollo-Ridge Board agrees to support the membership of the district in the ARIN IU28 Guest Teacher Consortium as marked Exhibit A-8.

**Resolution A-9**

**Be it resolved** that the Apollo-Ridge Board approves participation in the Pennsylvania Department of Transportation's Non-commercial End of Course Skills Test Program for the 2016-2017 school-year provided by ARIN IU28 as marked Exhibit A-9.

**Resolution A-10**

**Be it resolved** that the Apollo-Ridge Board approves the agreement with the Meadows to provide continuum of care for individual students as marked Exhibit A-10.

**Resolution A-11**

**Be it resolved** that the Apollo-Ridge Board approves the agreement with Family Services of Western PA subject to review and approval of the solicitor.

<p><b>Be it resolved</b> that the Apollo-Ridge Board approves Finance resolutions A-1 through A-12.</p> <p>A-1 Payment of District Bills and Treasurer's Report for May 2016  A-2 July Bills  A-3 2016-2017 Final Budget  A-4 Homestead Property Exclusion Program Act  A-5 Budgetary Transfers  A-6 Adelphoi Agreement  A-7 Western Psych Agreement  A-8 Guest Teacher Consortium Membership  A-9 End of Course Test Skills Program  A-10 The Meadows Agreement  A-11 Family Services of Western PA Agreement</p>
<p>Motion: Mr. King Second: Mr. Schultz</p> <p>Roll Call: 7 AYE 0 NAY</p> <p>Motion Passed</p>

**B. Personnel****Resolution B-1**

**Be it resolved** that the Apollo-Ridge Board approves unpaid leave requests as marked Exhibit B-1.

**Resolution B-2**

**Be it resolved** that the Apollo-Ridge Board sets the first step of the teacher salary scale for the 2016-2017 school year at \$36,000 for Bachelors and \$37,000 for Masters.

**Resolution B-3**

**Be it resolved** that the Apollo-Ridge Board sets the starting hourly rate for clerical/paraprofessional support staff for the 2016-2017 school year at \$9.25 per hour.

**Resolution B-4**

**Be it resolved** that the Apollo-Ridge Board sets the starting hourly rate for custodial staff for the 2016-2017 school year at \$9.00 per hour.

**Resolution B-5**

**Be it resolved** that the Apollo-Ridge Board sets the daily rate for professional substitutes at \$90/day and \$45/half-day for the 2016-2017 school year.

**Resolution B-6**

**Be it resolved** that the Apollo-Ridge Board sets the hourly rate for non-instructional substitutes at \$8.50 per hour for the 2016-2017 school year.

**Resolution B-7**

**Be it resolved** that the Apollo-Ridge Board approves the administrative organizational chart as marked Exhibit B-7.

**Resolution B-8**

**Be it resolved** that the Apollo-Ridge Board approves the 2016-2017 projected staffing chart for the Elementary School as marked Exhibit B-8.

**Resolution B-9**

**Be it resolved** that the Apollo-Ridge Board approves the 2016-2017 projected staffing chart for the Middle School as marked Exhibit B-9.

**Resolution B-10**

**Be it resolved** that the Apollo-Ridge Board approves the 2016-2017 projected staffing chart for the High School as marked Exhibit B-10.

**Resolution B-11**

**Be it resolved** that the Apollo-Ridge Board accepts the resignation of Mr. Corey Smith, Assistant Football Coach, effective June 15, 2016.

**Resolution B-12**

**Be it resolved** that the Apollo-Ridge Board approves supplemental contracts for the 2016-2017 school year as marked Exhibit B-9.

**Resolution B-13**

**Be it resolved** that the Apollo-Ridge Board approves administrator and non-union employee salaries as marked Exhibit B-10.

**Resolution B-14**

**Be it resolved** that the Apollo-Ridge Board approves Ms. Beth Primm, Apollo, as clerical support for the Curriculum/Athletic/Technology Departments, effective June 28, 2016, with salary and benefits per the Apollo-Ridge Educational Support Professionals Agreement, pending receipt of Acts 34, 114, 151 and 168 background checks.

**Resolution B-15**

**Be it resolved** that the Apollo-Ridge Board approves Ms. Richelle Gourley, Apollo, as an elementary long-term substitute for the 2016-2017 school year, with salary (First Step, Bachelors pro-rated) and benefits per the Apollo-Ridge Education Association Agreement, pending receipt of Acts 34, 114, 151, and 168 background checks.

**Resolution B-16**

**Be it resolved** that the Apollo-Ridge Board approves Ms. Jackie Butler, Spring Church, as a paraprofessional, effective August 16, 2016, with salary and benefits per the Apollo-Ridge Educational Support Professionals Agreement, pending receipt of Acts 34, 114, 151 and 168 background checks.

**Resolution B-17**

**Be it resolved** that the Apollo-Ridge Board approves Ms. Carol Maudie, Homer City, as a paraprofessional, effective August 16, 2016, with salary and benefits per the Apollo-Ridge Educational Support Professionals Agreement, pending receipt of Acts 34, 114, 151 and 168 background checks.

**Resolution B-18**

**Be it resolved** that the Apollo-Ridge Board approves Ms. Lindsay Peters, Ford City, as a paraprofessional, effective August 16, 2016, with salary and benefits per the Apollo-Ridge Educational Support Professionals Agreement, pending receipt of Acts 34, 114, 151 and 168 background checks.

**Resolution B-19**

**Be it resolved** that the Apollo-Ridge Board grants tenure to Ms. Karissa Sargent in accordance with the provisions of Sections 1108 and 1121 of the Pennsylvania School Code.

**Resolution B-20**

**Be it resolved** that the Apollo-Ridge Board grants tenure to Ms. Danielle King in accordance with the provisions of Sections 1108 and 1121 of the Pennsylvania School Code.

<p><b>Be it resolved</b> that the Apollo-Ridge Board approves Personnel resolutions B-1 through B-20.</p> <p>B-1 Unpaid Leave Requests                  B-2 Set Salary: First Step Bachelors and Masters                  B-3 Set Hourly Rate: Contracted Support Staff                  B-4 Set Hourly Rate: Custodial Staff                  B-5 Set Daily Rate: Professional Substitutes                  B-6 Set Hourly Rate: Non-instructional Substitutes                  B-7 Administrative Organizational Chart                  B-8 Staffing Chart: Elementary School                  B-9 Staffing Chart: Middle School                  B-10 Staffing Chart: High School                  B-11 Resignation: Corey Smith, Football Coach                  B-12 2016-2017 Supplemental Contracts                  B-13 Salaries: Administrator and Non-Union                  B-14 New Hire: Beth Primm, Clerical Support                  B-15 Long Term Substitute: Richelle Gourley, Elementary                  B-16 New Hire: Jackie Butler, Paraprofessional                  B-17 New Hire: Carol Maudie, Paraprofessional                  B-18 New Hire: Lindsay Peters, Paraprofessional                  B-19 Tenure: Karissa Sargent                  B-20 Tenure: Danielle King</p>
<p>Motion: Mrs. Wenckowski    Second: Mr. King</p> <p>Roll Call:    7 AYE    0 NAY    1 ABSTENTION (B-14)</p> <p>Motion Passed</p>

**C. Curriculum**

**Resolution C-1**

**Be it resolved** that the Apollo-Ridge Board approves conference attendance requests as marked Exhibit C-1.

<p><b>Be it resolved</b> that the Apollo-Ridge Board approves Curriculum resolution C-1.</p> <p>C-1 Conference Attendance Requests</p>
<p>Motion: Mr. King    Second: Mr. Ferguson</p> <p>Roll Call:    7 AYE    0 NAY</p> <p>Motion Passed</p>

**D. Student Activities**

**Resolution D-1**

**Be it resolved** that the Apollo-Ridge Board approves field trip requests as marked Exhibit D-1.

<p><b>Be it resolved</b> that the Apollo-Ridge Board approves Student Activities resolution D-1.</p> <p>D-1 Field Trip Requests</p>
<p>Motion: Mr. King Second: Mr. Fetterman</p> <p>Roll Call: 7 AYE 0 NAY</p> <p>Motion Passed</p>

**E. Student Transportation**

**Resolution E-1**

**Be it resolved** that the Apollo-Ridge Board approves bus drivers presented by STA, Inc. as marked Exhibit E-1.

<p><b>Be it resolved</b> that the Apollo-Ridge Board approves Student Transportation resolution E-1.</p> <p>E-1 STA Bus Drivers</p>
<p>Motion: Mrs. Wenckowski Second: Mr. Fetterman</p> <p>Roll Call: 7 AYE 0 NAY</p> <p>Motion Passed</p>

**F. Facilities and Property Services**

**G. Food and Nutrition Services**

**H. Legislation – Board Policy**

**VIII. Hearing of the General Public**

**IX. Old Business**

**X. Adjournment**

<p>Motion to Adjourn</p> <p>Voice Vote: 7 AYE 0 NAY</p> <p>EXECUTIVE SESSION</p>	<p>Motion: Mr. King</p> <p>Start: 7:15 PM</p>	<p>Second: Mr. Schultz</p> <p>Time: 7:00 PM</p> <p>End: 7:57 PM</p>
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**NEXT MEETING DATES:** Monday, August 15, 2016 – COMMITTEE  
 Monday, August 22, 2016 – LEGISLATIVE

## EXHIBIT A-4

HOMESTEAD PROPERTY EXCLUSION PROGRAM ACT (Part of Act 50 of 1998)  
 TAXPAYER RELIEF ACT (Act 1 of 2006)  
 2016-2017

BE IT RESOLVED, by the Board of School Directors of Apollo-Ridge School District, that homestead and farmstead exclusion real estate tax assessment reductions are authorized for the fiscal year beginning July 1, 2016, under the provisions of the Homestead Property Exclusion Program Act (part of Act 50 of 1998) and the Taxpayer Relief Act (Act 1 of 2006), as follows:

1. Aggregate amount available for homestead and farmstead real estate tax reduction. The following amounts are available for homestead and farmstead real estate tax reduction for the fiscal year beginning July 1, 2016:
  - a. Gambling tax funds. The Pennsylvania Department of Education (PDE) has notified the School District that PDE will pay to the School District during the school year pursuant to Act 1, 53 P.S. § 6926.505(b), as a property tax reduction allocation funded by gambling tax funds, the amount of \$879,606.
  - b. Philadelphia tax credit reimbursement funds. PDE has notified the School District that PDE will pay to the School District during the school year pursuant to Act 1, 53 P.S. § 6926.324(3), as reimbursement for Philadelphia tax credits claimed against the School District earned income tax by School District resident taxpayers, the amount of \$0.
  - c. Aggregate amount available. Adding these amounts, the aggregate amount available during the school year for real estate tax reduction is \$879,606.
  
2. Homestead/farmstead numbers. Pursuant to Act 50, 54 Pa. C.S. § 8584(i), and Act 1, 53 P.S. § 6926.341(g)(3), Armstrong and Indiana Counties have provided the School District with a certified report listing approved homesteads and approved farmsteads as follows:
  - a. Homestead property number. The number of approved homesteads within the School District located within Armstrong County is 2,151. The number of approved homesteads within the School District located within Indiana County is 507. The aggregate number of approved homesteads within the School District is 2,658.
  - b. Farmstead property number. The number of approved farmsteads within the School District located within Armstrong County is 31. The number of approved farmsteads within the School District located within Indiana County is 147. The aggregate number of approved farmsteads within the School District is 178.
  
3. Homestead Exclusion. The maximum real estate tax reduction amount applicable to each approved homestead in Armstrong County shall be \$316.95. Based upon the School District's 2016-2017 real estate tax levy of 62.9 mills in Armstrong County, the maximum real estate assessed value reduction to be reflected on tax notices as a homestead exclusion for each approved homestead within Armstrong County for the 2016-17 tax year is \$5,039. The maximum real estate tax reduction amount applicable to each approved homestead in Indiana County shall be \$319.05. Based upon the School District's 2016-17 real estate tax levy of 14.9 mills in Indiana County, the maximum real estate assessed value reduction to be reflected on tax notices as a homestead exclusion for each approved homestead within Indiana County for the 2016-17 tax year is \$21,413.
  
4. Farmstead Exclusion. The maximum real estate tax reduction amount applicable to each approved farmstead in Armstrong County shall be \$316.95. Based upon the School District's 2016-17 real estate tax levy of 62.9 mills in Armstrong County, the maximum real estate assessed value reduction to be reflected on tax notices as a farmstead exclusion for each approved farmstead within Armstrong County for the 2016-17 tax year is \$5,039. The maximum real estate tax reduction amount applicable to each approved farmstead in Indiana County shall be \$319.05. Based upon the School District's 2016-17 real estate tax levy of 14.9 mills in Indiana County, the maximum real estate assessed value reduction to be reflected on tax notices as a farmstead exclusion for each approved homestead within Indiana County for the 2016-17 tax year is \$21,413.
  
5. Homestead/farmstead exclusion authorization – July 1 tax bills. The tax notice issued to the owner of each approved homestead within the School District shall reflect a homestead exclusion real estate assessed value reduction equal to the lesser of: (a) the County-established assessed value of the homestead, or (b) the maximum real estate assessed value reductions of \$316.95 in Armstrong County and \$319.05 in Indiana County for homesteads as set forth in paragraph 3 above. The tax notice issued to the owner of each approved farmstead within the School District shall reflect an additional farmstead exclusion real estate assessed value reduction equal to the lesser of: (a) the County-established assessed value of the farmstead, or (b) the maximum real estate assessed value reductions of \$5,039 for Armstrong County and \$21,413 for Indiana County for farmsteads as set forth in paragraph 4 above. For purposes of this Resolution, "approved homestead" and "approved farmstead" shall mean homesteads and farmsteads listed in the report referred to in paragraph 2 above and received by the School District from the County Assessment Office on or before May 1 pursuant to Act 1, 53 P.S. § 6926.341(g)(3), based on homestead/farmstead applications filed with the County Assessment Office on or before March 1. This paragraph 5 will apply to tax notices issued based on the initial tax duplicate used in issuing initial real estate tax notices for the school year, which will be issued on or promptly after July 1, and will not apply to interim real estate tax bills.

BUDGETARY TRANSFERS



### ADELPHOI EDUCATION SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of July, 2016, by and between ADELPHOI EDUCATION, INC., having a principal place of operations located at 1119 Village Way, Latrobe, Pennsylvania, 15650 (hereinafter referred to as "AEI") AND The Apollo-Ridge School District, (hereinafter referred to as the "School Entity") enter into this Agreement as follows:

WITNESSETH

WHEREAS, AEI provides alternative education services for disruptive youth; operates an approved private academic school program and special education program for students, and also operates a partial hospitalization program; and

WHEREAS, SCHOOL ENTITY and AEI have entered into a contractual arrangement, as further described herein, wherein AEI will provide certain educational services on behalf of SCHOOL ENTITY.

NOW THEREFORE, in accordance with the aforesaid recitals, AEI and SCHOOL ENTITY, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS. The following definitions apply regarding the text of this Agreement:
  - a. TERM. For purposes of this Agreement, "Term" shall be defined as the 2016-2017 school year.
  - b. "PROGRAM". For purposes of this Agreement, "Program" shall be defined as the educational services provided by AEI which shall consist of alternative education services for disruptive youth, and/or private academic school program and special education program and/or the partial hospitalization program.
  - c. "PUBLIC SCHOOL". For purposes of this Agreement, "Public School" shall collectively be defined as all schools of the SCHOOL ENTITY, acting by and through their authorized employees, agents and representatives;
  - d. "STUDENT". For purposes of this Agreement, "Student" shall be defined as a male or female in elementary, middle school, high school, or an area-vocational school (in grades 1-12) at SCHOOL ENTITY.
2. PROGRAMS / COSTS / COMMITTED SEATS: SCHOOL ENTITY shall receive the following services from AEI. The cost of such services is attached hereto as Exhibit "A":
  - ALTERNATIVE EDUCATION SERVICES FOR DISRUPTIVE YOUTH WHICH INCLUDES YES (CREDIT RECOVERY)
  - DAY TREATMENT PROGRAM
  - PRIVATE ACADEMIC FOR EMOTIONAL SUPPORT STUDENTS WITH OR WITHOUT AN IEP AT MILLVALE
3. STUDENT ABSENCES: Authorized student absences, truancies, and unexcused absences lasting ten (10) days or less will be invoiced in accordance with the standard charge. Absences lasting beyond the ten (10) day limit will be invoiced in accordance with the wishes of the SCHOOL ENTITY. AEI will contact the SCHOOL ENTITY before the end of the ten (10) day period to determine the course of action. AEI services beyond ten (10) days will NOT continue unless the SCHOOL ENTITY is willing to guarantee payment for all days missed by the student up to the time of the student's return or appropriate withdrawal from AEI.
4. TERM. This Agreement shall be for the duration of the current school year.
5. COMPLIANCE - STATUTES REGULATIONS AND GUIDELINES: During the entire term of this Agreement, AEI and SCHOOL ENTITY warrant to each other that they shall both be and remain in compliance with all applicable statutes, regulations and 11082.2 Department of Education Guidelines or any other requirements issued by the Commonwealth of Pennsylvania, Department of Education, or any other applicable statute or ordinance regarding all aspects of the educational programs referenced herein.
6. FACILITIES / ENVIRONMENTAL HEALTH AND SAFETY:
  - a. AEI warrants that its educational facilities conforms to all applicable state and local statutes, regulations and building and safety code requirements, in addition to fire and panic requirements of the Commonwealth of Pennsylvania and the County within which the facility is located, and that said facility has been approved by the Licensing and Inspection Bureau of the County, and that a valid Certificate of Occupancy has been issued by said Department of Labor and Industry and is on display at each facility.
  - b. AEI shall provide to SCHOOL ENTITY upon written request, any original licenses for review.
  - c. AEI warrants that its educational facility currently complies with all physical welfare and safety statutes, regulations, ordinances or mandates prescribed or issued by any applicable governmental authority, and that said facility shall be and remain in compliance with all such physical welfare and safety statutes, regulations, ordinances or mandates during the entire term of this Agreement.
  - d. AEI warrants that its educational facility meets all state and local statutes regarding environmental health and safety and that artificial lighting facilities, heating facilities, ventilation and cleanliness standards are being provided in concert with the Pennsylvania School Code.
  - e. AEI has written procedures on file for student and parental/guardian concerns and that complaints are referred to the public school immediately.
7. SCHOOL FOOD SERVICE: AEI shall provide all food service via contracted services (through student payment sources) and shall meet all state and local statutes regarding food safety, inspections, and sanitation.
8. STAFFING:
  - a. AEI warrants that all members of its staff are of good moral character and are at least 21 years of age, that they have been examined by a physician, have had tuberculosis testing, and that each member of the staff has a certificate from a physician on file verifying the examination and results of said examination in accordance with the aforesaid representation.
  - b. AEI warrants that all employees and members of its staff are citizens of the United States of America.
  - c. AEI warrants that all employees and members of its staff have applied for and received all applicable and appropriate clearance and background information checks, including Federal Fingerprinting Requirements, Criminal History Records as required by 24 P.S. 1-111 and Pennsylvania Child Abuse History Clearances as required by 23 P.S. 6354, and that all records received show no evidence of a criminal background or a background of child abuse.
  - d. AEI warrants to the School Entity that all of AEI's employees and staff members currently possess and will continue to maintain and possess all certifications and/or licenses required by the Commonwealth of Pennsylvania to perform the duties as required of them under this Agreement.
9. STUDENT ATTENDANCE:
  - a. SCHOOL ENTITY warrants that it shall maintain records of student attendance. The specific method for maintaining attendance records shall be by daily physical check of each student through AEI's administrative and teaching staff. Documentation of said daily physical check in a written attendance log shall be kept on file at AEI, with daily contact to each parent or guardian of said student if said student is not present when school is in session.
  - b. AEI will provide for 180 days of education. Make-up dates will be provided by AEI due to inclement weather and emergencies.
10. STUDENT AND PROGRAM RECORDS:

- a. AEI warrants that during the entire term of this Agreement, SCHOOL ENTITY shall receive quarterly written progress reports for each SCHOOL ENTITY student. The written progress reports shall include subject and credit information, progress grade information, attendance information, discipline records, student health, teacher and staff comments regarding said student's educational progress, and any applicable staff comments regarding the student's behavior, conduct or other pertinent issue regarding or related, in any way, with the education of said student. Written progress reports may be sent by AEI to the SCHOOL ENTITY more often than quarterly if requested by SCHOOL ENTITY.
  - b. AEI and SCHOOL ENTITY, their agents and employee shall perform their respective duties to ensure that records, names and identities, shall remain confidential as required for fulfillment of the terms of this Agreement.
11. TRANSPORTATION: SCHOOL ENTITY will be responsible for transportation of its students to AEI.
12. REQUIREMENTS UNDER SAFE SCHOOLS: AEI warrants that its educational programs comply with all provisions of Article XIII-A of the School Code as follows:
- a. All new incidents involving acts of violence, possession of a weapon or possession, use or sale of controlled substances, or possession, use or sale of alcohol or tobacco by any person on school property shall be addressed by AEI's administrative staff immediately. The student's parents and/or guardians shall be immediately notified and consulted, appropriate disciplinary action shall be taken by AEI's administrative staff and the SCHOOL ENTITY, and a written report shall be completed by AEI. Administrative staff shall set for the name of the student and all pertinent information regarding the incident. A copy of said report shall be placed into the student's file and turned into the Department of Education.
  - b. All new incidents involving acts of violence, possession of a weapon and convictions or adjudication of delinquency for acts committed at the AEI educational facility, shall be processed and handled in compliance with 24 P.S. 13-1307-A.
  - c. AEI shall follow the SCHOOL ENTITY's Policy with regard to all arrangements with local law enforcement when an incident involving an act of violence occurs, at or near the AEI educational facility.
13. SCHOOL HEALTH SERVICES: Student Health Services will be provided jointly by the SCHOOL ENTITY and AEI. AEI employs a Registered Nurse that is available for consultation with students and staff, and provides medication administration training and supervision. Health & Immunization Records and proof of physical examination are to be on file with SCHOOL ENTITY by the date of admission. Additional health services as required by the PA School Code will be jointly shared.
14. ACADEMIC STANDARDS AND ASSESSMENTS: AEI warrants that it complies in full with the academic standards and assessment under Chapter 4 of the State Board of Education Regulations and the academic standards for Reading, Writing, Speaking and Listening, and Mathematics as adopted by the State Board of Education.
15. SPECIAL EDUCATION SERVICES AND PROGRAMS: AEI and the SCHOOL ENTITY will collaborate in the development of an individualized instruction program for all students and the implementation of special education services for students identified. Special Education Services and provisions required under Chapter 14 of State Board of Education regulations will be strictly followed, including without limitations: (a) a consultation with the student, parents/guardian will occur securing the student, parents/guardians written approval to enroll the student in the program (34 CFR 300.345); (b) the student's IEP will be updated to reflect the decision to enroll the student in the program and the referring district will also update the Evaluation Report prior to admission (34 CFR 300.343); (c) Any services that are not provided by AEI or cannot be provided by AEI during the period of enrollment will be the responsibility of the SCHOOL ENTITY and the student shall be considered as a "dual enrollment" under applicable law; (d) if a student is enrolled and it is later determined that the student should be evaluated under applicable Special Education provisions, including the IDEA "Child Find" provisions and related reporting (34 CFR 300.125), it shall be the responsibility of the SCHOOL ENTITY to conduct the evaluation. AEI shall cooperate and collaborate with the SCHOOL ENTITY to conduct the evaluation. The referring district agrees to fully comply with the applicable law regarding the identification and evaluation of said student for Special Education Services; (e) once a Special Education Student is enrolled, AEI will insure that the student's IEP is updated by the referring district prior to enrollment and once the IEP is received, both parties will insure that all provisions of the IEP are implemented during the education of the student through the use of a Certified Special Education Teacher, or a designee from the referring public school, who will monitor special education provisions, and ongoing communication with the student, parents/guardians, relevant teaching staff and administration. AEI agrees to update the student IEP annually via a conference with student, parents/guardians, and a designated referring special education representative in accordance with applicable law.
16. PERIODIC REVIEW OF STUDENTS: The SCHOOL ENTITY and AEI shall together ensure that a review committee reviews each student for potential return to the SCHOOL ENTITY, at a minimum, at the end of every semester.
17. ANNUAL REPORT: AEI shall submit timely End-of-year Reports to the Department of Education as required on an annual basis.
18. HOLD HARMLESS/INDEMNIFICATION: AEI and the SCHOOL ENTITY 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, said indemnification including without limitation the AEI Board of Directors, Officer, Shareholders and SCHOOL ENTITY Administrators, Board Members, as follows: (a) to the extent that any claim is asserted regarding the compliance or failure to comply with the IDEA or other applicable Special Education requirement, or to the extent that the SCHOOL ENTITY fails to fulfill any term, covenant or condition of this Agreement, SCHOOL ENTITY agrees to hold AEI harmless and indemnify said approved private provider regarding any claims related to the same, including all costs and attorney fees; (b) to the extent that any claim of negligence is asserted by a third party regarding AEI's failure to comply with applicable State statutes or regulations and fails to fulfill any term, covenant or condition of this Agreement, causing the SCHOOL ENTITY to be a Defendant in litigation by a third party, AEI agrees to hold the SCHOOL ENTITY harmless and indemnify the SCHOOL ENTITY including costs and attorney fees.
19. INSURANCE: AEI will carry liability insurance for its employees and its educational programs in the amount of three million (\$3,000,000) dollars for general liability with an additional excess umbrella coverage of seven million (\$7,000,000) dollars. A copy of the liability coverage is available to the SCHOOL ENTITY upon request and is on file in the Kral Administration Office at 1119 Village Way, Latrobe, PA.
20. INSOLVENCY OF PUBLIC SCHOOL: If the SCHOOL ENTITY is or becomes insolvent, is declared a Distressed District under applicable Pennsylvania law, or is unable to pay any amounts due hereunder as said payments become due, then this contract shall automatically terminate upon the election of AEI and all payments for services rendered as required hereunder shall become automatically due and payable to AEI within ten (10) days. If said payment is not received, all SCHOOL ENTITY students and related records shall not be entitled to continue to be educated at AEI and said records shall be forwarded by AEI. If said payment is received, the educated SCHOOL ENTITY students shall be entitled to remain for the remainder of the applicable Term.
21. TERMINATION-SCHOOL ENTITY: AEI agrees that the SCHOOL ENTITY retains the right to terminate or not to renew this Agreement, after written notice of default and a thirty (30) day opportunity to cure said default by AEI.
22. TERMINATION — AEI: AEI retains the right to terminate or not to renew this Agreement, after written notice of default and a thirty (30) day opportunity to cure said default by SCHOOL ENTITY for any of the following reasons:
- a. One or more material violations of this Agreement;
  - b. Failure to timely comply with AEI's requests for information regarding any students, or failure to cooperate with AEI staff regarding any procedures set forth herein;
  - c. Failure to make any payment required hereunder or pay any AEI invoice when due;

- d. Violation of any provision of the Pennsylvania School Code;  
 e. Violation of any provisions of state or federal law.
23. ASSIGNMENT: AEI agrees that this Agreement may not be assigned or transferred by AEI or SCHOOL ENTITY and that this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the SCHOOL ENTITY.
24. SEPARABILITY: AEI agrees that in the event that any provision of this Agreement shall or become invalid or unenforceable in whole or in part for any reason whatsoever, the remaining provisions shall, nevertheless, be valid and binding as if such invalid or unenforceable provision had not been contained in this Agreement.
25. JURISDICTION AND VENUE: This Agreement has been made in the Commonwealth of Pennsylvania and shall be interpreted and enforced under the laws of the Commonwealth of Pennsylvania. All legal action related to this Agreement shall be commenced in the Court of Common Pleas of the county in which the school district is located.
26. MISCELLANEOUS: This Agreement may be executed in counterparts.  
 Facsimile copies of signatures shall serve as acceptable substitutes for original signatures, and shall be legally binding. By executing this Agreement, each party hereto ratifies that all necessary Board action has been approved and obtained prior to the execution hereof and each party shall be entitled to rely upon the compliance with said rules, regulations and statutes. All notices required under this Agreement shall be delivered via certified mail, return receipt requested or Federal Express delivery service to the following parties at the addressees set forth below:  
 Adelphoi Education, Inc., 1119 Village Way, Latrobe, PA 15650  
 Apollo-Ridge School District, PO Box 219 Spring Church, PA 15686-0219
27. ENTIRE AGREEMENT: This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing, duly signed by all parties. No delay or forbearance by AEI in exercising any right or remedy hereunder or in undertaking or performing any act or matter which is not expressly required to be undertaken by AEI shall be construed, respectively, to be a waiver of AEI's rights or to represent any agreement by AEI to undertake or perform such act or matter thereafter.
28. NONDISCRIMINATION: AEI agrees that it will abide by all federal and state laws prohibiting discrimination in admissions, employment and operation on the basis of disability, race, creed, gender, national origin, religion, ancestry, or need for special education services.

#### EXHIBIT "A"

Adelphoi Education Inc. Tuition Schedule

July 1, 2016 - June 30, 2017

AEI shall invoice SCHOOL ENTITY on a monthly basis for the student's per diem cost. District agrees to issue payment for all appropriate costs within thirty (30) days following each invoice date during the term of this Agreement.

#### ALTERNATIVE EDUCATION SERVICES FOR DISRUPTIVE YOUTH WHICH INCLUDES YES (CREDIT RECOVERY):

Regular ed \$79.50                      Special ed \$87.53

#### DAY TREATMENT PROGRAM:

Regular ed \$54.04                      Special ed \$59.43

#### PRIVATE ACADEMIC FOR EMOTIONAL SUPPORT STUDENTS WITH OR WITHOUT AN IEP AT MILLVALE:

Regular ed \$148.50                      Special ed \$148.50

## WESTERN PSYCHIATRIC INSTITUTE

## SERVICES AGREEMENT

MADE AND ENTERED into the 1st of March 2016 between WESTERN PSYCHIATRIC INSTITUTE AND CLINIC OF UPMC PRESBYTERIAN SHADYSIDE, a Pennsylvania nonprofit, charitable corporation located in the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania, with its principal office located at 3811 O'Hara Street, Pittsburgh, PA 15213 (hereinafter referred to as "WPIC"), AND APOLLO-RIDGE SCHOOL DISTRICT (hereinafter referred to as the "School") located at 1825 State Route 56, P.O. Box 219, Spring Church, PA 15686.

WITNESSETH

WHEREAS, from time to time, the School may have a student who requires specialized academic assistance;

WHEREAS, WPIC has staff available to provide specialized academic assistance, through the Licensed Academic School (hereinafter referred to as "LAS") and/or WPIC partial hospitalization programs as a service consistent with WPIC's mission; under the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and intending to be legally bound, the parties hereby agree as follows:

- 1) Independent Relationship: No relationship of employer and employee is created by this Agreement, it being understood that WPIC and the staff from WPIC will act as independent at all times.
- 3) Services Provided: In accordance with Exhibit A, B, and C, as agreed upon by the School and WPIC.
- 4) Notices: Any notices required pursuant to this Agreement shall be set forth in writing and hand-delivered or sent via certified mail, return receipt requested to the following:

THE APOLLO-RIDGE SCHOOL DISTRICT  
Matthew E. Curci Superintendent of Schools  
1825 State Route 56, P.O. Box 219 Spring Church, PA 15686

WESTERN PSYCHIATRIC INSTITUTE AND CLINIC  
David Bobrzynski Vice President, Finance  
Western Psychiatric Institute and  
Clinic of UPMC Presbyterian Shadyside  
3811 O'Hara Street, Pittsburgh, PA 15213

- 5) Compensation: An invoice will be generated from WPIC. The invoice will be sent to the School, and compensation will be paid to WPIC be in accordance with the rate schedule set forth in Exhibit A, B, and C, attached hereto and incorporated by reference. Compensation shall be paid to WPIC by School within 60 days of School's receipt of invoice. Compensation shall be sent to the following address: Western Psychiatric Institute & Clinic, Attn: WPIC Finance, Rm. E616. 3811 O'Hara Street, Pittsburgh, PA 15213
- 6) Limitation of Services: Students who are provided academic services are considered to be patients of WPIC. If additional service is deemed necessary, the resources of WPIC will remain available as an option at the discretion of the student(s) and their legal guardians.
- 7) Modification: This Agreement shall not be modified or amended except in a writing duly executed by the parties hereto.
- 8) Assignment: Neither party shall be permitted to assign this Agreement without prior consent in writing by the other party hereto.
- 9) Compliance with Laws: WPIC and the School shall comply with all applicable State and Federal laws respecting the confidentiality of medical, academic, personal, and business information acquired in the course of providing services under this Agreement. Specifically, with regard to the Health Insurance Portability and Accountability Act (HIPAA), the School agrees to be bound by UPMC's HIPAA Business Associate Terms and Conditions to the extent that the School is, at any time considered to be a Business Associate, as defined by the HIPAA Privacy Rule. UPMC's HIPAA Business Associate Terms and Conditions can be found at <http://purchasing.upmc.com>. To the extent that there are changes to or clarifications of the HIPAA Privacy Rule, UPMC reserves the right to modify its Business Associate Terms and Conditions to be consistent with the changes or clarifications to the HIPAA Privacy Rule. The School shall comply with such modifications to UPMC's HIPAA Business Associate Terms and Conditions as posted on UPMC's website within the timeframes required by law.
- 10) Insurance: WPIC and the School, shall each purchase and maintain insurance throughout the term and any extension thereof of this Agreement, at their own expense, from a company or companies licensed to do business in the Commonwealth of Pennsylvania, as will protect WPIC and School, their respective directors, officers, employees, agents, representatives and all subsidiaries, affiliates and any other legal entity associated with WPIC or the School, from claims or incidents which may arise or result from WPIC or the School's obligations under this Agreement or use or occupancy of the premises, whether such use or occupancy is by WPIC or the School or their respective employees, students, guests, invitees, or agents, or any other person or entity for whose acts WPIC or the School may be liable. The insurance required shall be written for not less than the following, or greater if required by Pennsylvania law. With respect to the School, the foregoing indemnification covenant shall be subject to and limited by any immunities from liability and/or limitations of liability afforded to the School by applicable federal and/or state law, including, without limitation, the Political Subdivision Tort Claims Act. Accordingly, the foregoing indemnification covenant shall not be construed as a waiver of or to require the School to provide indemnification for any claim from which it is immune from liability or for any damages that exceed any limitation of liability as is afforded the School under applicable federal and/or state law.

Workers' Compensation:

- (1) PA State Statutory Limits
- (2) Employer's Liability:
 

\$1,000,000 Each Accident
\$1,000,000 Disease, Policy Limit
\$1,000,000 Disease, Each Employee

Medical Malpractice Liability (WPIC ONLY) — Primary Coverage - Policy shall be written with limits of liability of not less than the mandated limits set forth by the Pennsylvania Medical Care Availability and Reduction of Error Fund ("PA Mcare Fund") for all participating hospitals, physicians and any other health care provider, as defined by Act 13 of 2002. In addition, WPIC shall also provide limits of not less than one million dollars (\$1,000,000) per medical incident and three million dollars (\$3,000,000) annual aggregate for non-participating health care providers, as defined in Section 103 of the above referenced Act; Commercial General Liability Insurance - Occurrence Form - Policy shall be written on a comprehensive basis to provide all major divisions of coverage including, but not limited to, the following:

- \$2,000,000 General Aggregate Limit
- \$2,000,000 Products/Completed Operations Aggregate Limit
- \$2,000,000 Personal Injury and Advertising Injury Limit
- \$1,000,000 Each Occurrence
- \$1,000,000 Fire Damage Limit - any one fire

Each and every insurance policy required to be obtained under this Agreement shall remain in effect continuously for the Term and any extension thereof of this Agreement and for such a period as is necessary to support the indemnity obligations under this Agreement. WPIC and School and their respective insurers, shall provide thirty (30) days advanced written notice to the other Party in the event of cancellation or material change or modification of any policy. WPIC and School shall furnish to one another either copies of the above referenced insurance policies or certificates of insurance concurrently with the execution of this Agreement.

Both Parties agree to defend, indemnify and hold the other party, including its directors, officers, employees, and agents, harmless from (i) any claims, losses, lawsuits, judgments, charges, penalties and expenses, demands, actions, proceedings or costs of judgment of any nature, which the indemnified party may sustain as a result of the indemnifying party's breach of duty, negligence, error or omission pursuant to the terms of this Agreement; and (ii) any demands, claims, actions, proceedings or costs of judgment which may be made or instituted against the indemnified party by reason of personal injury (including death) to any person, or damage to property, arising out of or connected with the performance of the activities to be carried out pursuant to the Agreement. These indemnifications will include reasonable expenses, including attorney's fees, incurred by defending such claims and damages incurred by reason of the indemnifying party's failure to comply with applicable laws, ordinances, and regulations or for damages caused by the indemnifying party.

11) Term: The term of this Agreement shall be from the date of March 1, 2016 to February 28, 2017. Thereafter, the term of this agreement shall automatically renew on a month to month basis subject to termination by either party upon the provision of thirty (30) days' written notice to the other party.

WHEREFORE, the parties have accepted the obligations, terms, and conditions set forth herein as evidenced by the signatures of their respective authorized representatives below.

**EXHIBIT A****SCOPE OF SERVICES FOR THE WESTERN PSYCHIATRIC INSTITUTE AND CLINIC LICENSED****ACADEMIC SCHOOL AND PAYMENT PROVISIONS**

The following outlines the agreed upon Licensed Academic School services and costs.

**Program Description**

The Licensed Academic School (LAS) is a component of the Child Division of Western Psychiatric

Institute and Clinic (WPIC) of UPMC Presbyterian Shadyside. The LAS is an inpatient based program designed to meet the academic needs of children and adolescents (grades K-12), with various psychiatric disorders.

**Educational Programming**

The LAS at WPIC is licensed by the Pennsylvania Department of Education and employs state certified teachers and mental health professionals. While your student is hospitalized, the goal of the LAS is to provide specialized academic support and instruction in order to maintain his/her learning trajectory. With completed releases, our teaching staff will regularly communicate with the appropriate district personnel, updating them on student academic progress. Each student is provided with a daily minimum of 3.5 hours of educational programming in which they may practice academic skills while utilizing therapeutic interventions.

During the student's educational experience at LAS, he/she will have access to their school work and will have the formal assistance of a properly certified educator and a qualified classroom aide. The educators are highly skilled in the field of educating students with acute mental health needs. The educators will provide stimulating academic facilitation utilizing a wide range of mixed pedagogical techniques. The educators cater the experience to the learning styles and appropriate levels of learning taxonomy while engaging each student within their zone of proximal development.

In order to maximize the use of your student's academic time, the educators will be in regular contact with a representative from the student's school. The program will seek the school's input regarding their student's academic needs. Upon discharge, you will receive a discharge letter that will include admission and discharge date and upon request, can provide communication about academic achievement via a satisfactory/unsatisfactory grading system.

**Length of Participation**

The length of participation in the LAS will vary as determined by your student's individualized treatment plan and attainment of individualized treatment goals. Progress is continually assessed by the multidisciplinary treatment team in collaboration with the school, the student and his/her family. The average length of stay is approximately 5-7 days.

For a full description of the LAS, please contact William Davies, Ed.D at 412-235-5371.

**Program Cost**

This agreement is necessary to partially off-set the costs of providing educational programming in conjunction with the WPIC Inpatient LAS.

Compensation shall be sent to the following address:

Western Psychiatric Institute & Clinic  
Attn: WPIC Finance, Rm. E616  
3811 O'Hara Street  
Pittsburgh, PA 15213

The average length of stay is 5-7 days. A single day of acute partial hospitalization educational programming per student: \$75.00

TOTAL COST: \$75.00 per day, per student

**EXHIBIT B****SCOPE OF SERVICES FOR THE WESTERN PSYCHIATRIC INSTITUTE AND ACUTE  
ADOLESCENT PARTIAL HOSPITALIZATION PROGRAM AND PAYMENT PROVISIONS**

The following outlines the agreed upon Acute Adolescent Partial Hospitalization Program (AAPHP) services and costs.

**Program Description**

The (AAPHP) is a component of the Child Division of Western Psychiatric Institute and Clinic (WPIC) of UPMC Presbyterian Shadyside.

**Educational Programming**

The goal of the AAPHP is to improve your student's level of functioning within family, school, and community. This agreement pertains to the educational programming provided at the AAPHP. While we are not a school based partial program, we value the importance of academic success. Each student is provided with 2.5 hours of educational programming in which they may practice academic skills while utilizing therapeutic interventions.

During the student's educational experience at AAPHP, he/she will have access to their school work and will have the formal assistance of an educator and a classroom aide. The educators are highly skilled in the field of educating students with acute mental health needs. The educators will provide stimulating academic facilitation utilizing a wide range of mixed pedagogical techniques. The educators cater the experience to the learning styles and appropriate levels of learning taxonomy while engaging each student within their zone of proximal development.

In order to provide a smooth transition and to maximize the use of your student's academic time, the educators will be in regular contact with a representative from the student's school. The program will seek the school's input regarding their student's academic needs. A meeting will be scheduled with the student, family, and appropriate school staff to discuss the student's transition back to school. This meeting may also include a discussion of school taper, successful behavioral interventions, academic learning styles and other transition planning.

**Length of Participation**

The length of participation in the AAPHP will vary as determined by your student's individualized treatment plan and attainment of individualized treatment goals. Progress is continually assessed by the multidisciplinary treatment team in collaboration with the school, the student and his/her family.

For a full description of the AAPHP, please contact William Davies, Ed.D at 412-235-5371.

**Program Cost**

This agreement is necessary to partially off-set the costs of providing educational programming in conjunction with the acute partial hospitalization program.

Compensation shall be sent to the following address:

Western Psychiatric Institute & Clinic  
Attn: WPIC Finance, Rm. E616  
3811 O'Hara Street  
Pittsburgh, PA 15213

A single day of acute partial hospitalization educational programming per student: \$ 75.00

TOTAL COST: \$75.00 per day, per student

**EXHIBIT C**

**SCOPE OF SERVICES FOR THE WESTERN PSYCHIATRIC INSTITUTE AND CLINIC  
CENTER FOR OVERCOMING PROBLEM EATING (COPE) PARTIAL HOSPITALIZATION**

**PROGRAM AND PAYMENT PROVISIONS**

The following outlines the agreed upon COPE services and costs.

**Program Description**

The Center for Overcoming Problem Eating Partial Hospitalization Program (COPE) is a component of the Child Division of Western Psychiatric Institute and Clinic (WPIC) of UPMC Presbyterian Shadyside.

**Educational Programming**

The goal of the COPE is to improve your student's level of functioning within family, school, and community. This agreement pertains to the educational programming provided at the COPE.

While we are not a school based partial program, we value the importance of academic success. Each student is provided with 2.5 hours of educational programming in which they may practice academic skills while utilizing therapeutic interventions.

During the student's educational experience at COPE, he/she will have access to their school work and will have the formal assistance of an educator and a classroom aide. The educators are highly skilled in the field of educating students with acute mental health needs. The educators will provide stimulating academic facilitation utilizing a wide range of mixed pedagogical techniques. The educators cater the experience to the learning styles and appropriate levels of learning taxonomy while engaging each student within their zone of proximal development.

In order to provide a smooth transition and to maximize the use of your student's academic time, the educators will be in regular contact with a representative from the student's school. The program will seek the school's input regarding their student's academic needs. A meeting will be scheduled with the student, family, and appropriate school staff to discuss the student's transition back to school. This meeting may also include a discussion of school taper, successful behavioral interventions, academic learning styles and other transition planning.

**Length of Participation**

The length of participation at COPE will vary as determined by your student's individualized treatment plan and attainment of individualized treatment goals. Progress is continually assessed by the multidisciplinary treatment team in collaboration with the school, the student and his/her family.

For a full description of the AAPHP, please contact William Davies, Ed.D at 412-235-5371.

**Program Cost**

This agreement is necessary to partially off-set the costs of providing educational programming in conjunction with the acute partial hospitalization program.

Compensation shall be sent to the following address:

Western Psychiatric Institute & Clinic  
Attn: WPIC Finance, Rm. E616  
3811 O'Hara Street  
Pittsburgh, PA 15213

A single day of COPE partial hospitalization educational programming per student: \$ 75.00

TOTAL COST: \$75.00 per day, per student



**EXHIBIT A-8**

**GUEST TEACHER CONSORTIUM RESOLUTION**

WHEREAS, the Apollo-Ridge School District is experiencing difficulty in obtaining individuals to serve as emergency substitute teachers, and

WHEREAS the ARIN Intermediate Unit has formed an Emergency Substitute Teacher Consortium (aka Guest Teacher Consortium) to recruit, screen, train, and certify individuals with bachelor's degrees, but not teaching certificates, as emergency substitute teachers, and

WHEREAS, the Apollo-Ridge School District wishes to join the ARIN Intermediate Unit Guest Teacher Consortium at a cost of \$400 for the 2016-17 School Year.

THEREFORE, the Board of Directors of the Apollo-Ridge School District hereby agrees to support the membership of the district in this consortium.

EXHIBIT A-9

Mr. Jamie Gibboney  
Driver Improvement Section Manager  
Driver Improvement and Evaluation Section  
Bureau of Driver Licensing  
PO Box 68676  
Harrisburg, PA 17106-8676

Dear Mr. Gibboney:

The Apollo-Ridge School District is writing to request the approval of participation in the Pennsylvania Department of Transportation's Non-commercial End of Course Skills Test Program for the 2016-2017 school-year.

The district has a Pennsylvania Department of Education Approved Drivers Education Program that consists of 30 hours of theory and 6 hours of behind the wheel instruction. Eligible district of residence students are permitted to take the End of Course Skills Behind the Wheel Test (EOSCT) when they have successfully completed all of the course requirements as required by PDE and PennDOT.

The district has a current approved test route and will maintain a secure paper file of applicant documents for one year of the following:

Copy of Valid Learner's Permit, under age 18 Certified/Notarized DL 180C and DL402DE.

All related EOSCT applicant documents are to be securely purged after one year from the district secured files.

Please contact Matthew E. Curci, D.Ed., Superintendent, at 724-478-6000, Ext. 6010 with any questions concerning this Intent to participate and approval of participation by the Apollo-Ridge School District in the EOSCT program.

**The Meadows Psychiatric Center  
Letter of Agreement**

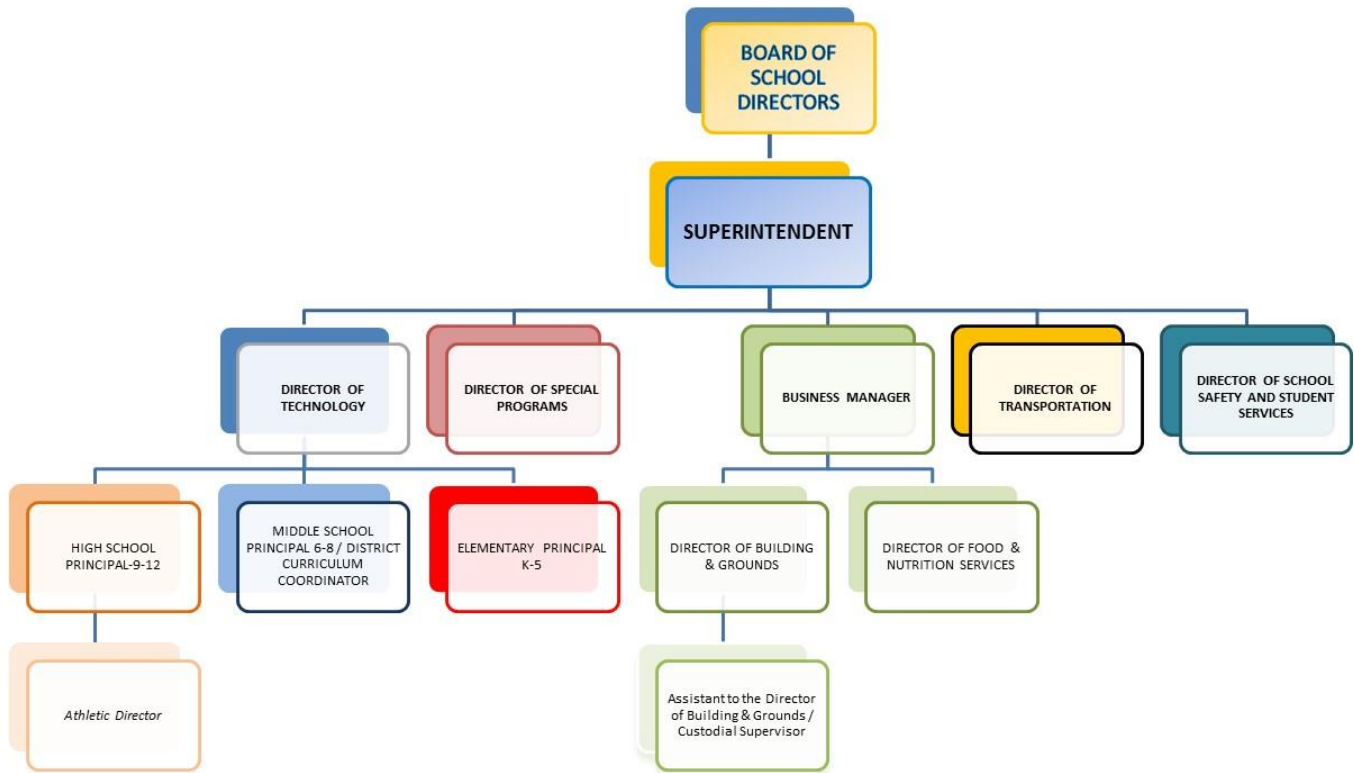
In order to ensure cooperative efforts and to facilitate continuity of care when serving individuals assigned to the Apollo-Ridge School District and The Meadows Psychiatric Center ("The Meadows") agree to the following for the 2016-2017 school year:

1. To respond to requests for clinical information in a timely manner and in accordance with applicable law. Each agency will be responsible for obtaining appropriate Releases of Information. In accordance with appropriate Releases of Information or as otherwise permitted by applicable law, when requested. The Meadows will send Apollo-Ridge School District psychiatric information, relevant to each individual to whom they mutually provide services.
2. A designated professional from Apollo Ridge School District agrees to collaborate with The Meadows for students who are receiving mental health and educational services.
3. All employees who have direct contact with children will maintain background clearances (Act 114, Act 151, and Act 34) current within 36 months, and be trained in child abuse recognition and reporting through an approved program every five years. Before hiring a new employee, The Meadows Psychiatric Center will verify employment history for Sexual Misconduct/Abuse Disclosure through Act 168. The Meadows Will notify the chief school administrator within 72 hours of an employee's arrest or conviction of an offense listed in Section 111 (e). All records will be made available to Apollo-Ridge School District within 48 hours of the request.
4. This agreement assures that both agencies will abide by Federal and State standards regarding confidentiality of individual's information, as well as maintain the client's protected health information as required by law.
5. Apollo-Ridge School District agrees to pay The Meadows Psychiatric Center \$60 per day for educational services offered by a Pennsylvania Certified teacher, Monday through Friday.
6. This letter will remain in effect until either party requests termination by a written 30 day notice.

UNPAID LEAVE REQUESTS

LEAVE #	DATES	REASON
UNP052216	2016-2017 School Year	Child Rearing
UNP052516	May 24, 2016	Illness
UNP061516	May 21 – June 3, 2016	Illness
UNPO62216	June 3, 2016	Illness

2016-2017 ORGANIZATIONAL CHART



**ORGANIZATIONAL LEADERSHIP**

**Business Manager – Jennie Ivory**

- Board Secretary
- Benefits Administrator
- Payroll
- Cash Management
- Insurance Programs
- Coordinator of Administrative Software Network
- Health Consortium
- Contract Negotiators
- Attendance Services
- Child Accounting
- Budget and Financial Processes
- Long Range Planning
- PDE Financial Reports
- Right to Know
- Department Grant Writing

**Director of Facilities and Property Services Oversight**

- Investigation of Residency Issues
- Home Visitation
- School Safety Planning & Coordination
- Grant Writing
- State and Federal Reporting
- Safety Training & Coordination
- Liason to Emergency/First Responder Agencies
- Representative to Regional School Safety Forums

**Director of Food and Nutrition Services – The Nutrition Group/Sarah Backus**

- Health and Wellness
- Breakfast Program
- School Lunch Program
- School / Community Special Events
- Food Service Staff Supervision and Evaluation
- Free / Reduced Lunch Applications
- Nutrition Counseling
- Contract Negotiators
- PDE Reports

- Co-op Purchasing
- Budget Manager
- Long Range Planning
- Grant Writing

**Assistant to Director of Building & Grounds/Custodial Supervisor**

- Management, supervision, and evaluation of custodial staff
- Budget manager
- Facilities use scheduling
- Grant writing
- Assistant support Director of Building & Grounds
- Support Director of Food Services

**Director of School Safety and Student Services – John Skiba**

- District Enrollment
- District Attendance / Truancy Enforcement
- Investigation of Residency Issues
- Home Visitation
- School Safety Planning & Coordination
- Grant Writing
- State and Federal Reporting
- Safety Training & Coordination
- Liason to Emergency/First Responder Agencies
- Representative to Regional School Safety Forums

**Director of Technology – Kevin Johnson**

- Web Site Infrastructure Coordination
- Power School Coordination
- District Technology Needs
- Technology Plan
- District Networking
- Inventory / Maintenance / Acquisition of Hardware and Software
- Budget Manager
- Long Range Planning
- Grant Writing
- BIMS / Help Desk Oversight
- Technician Oversight

**Director of Transportation – Part-Time – Gary Davis**

- Public School Transportation
- Non-Public School Transportation

- Extra-Curricular Transportation
- Contract Negotiators
- Grant Writing
- Long Range Planning

**Athletic Director – Part-Time – Ray Bartha**

- Athletics K-12
- Contract Negotiators
- Grant Writing
- Booster Liason

**EDUCATIONAL LEADERSHIP**

**Director of Customized Student Services – Christopher Clark**

- Director of Special Education
- Director of Gifted Education
- 504 Coordinator/K-12
- ESL Coordinator
- Paraprofessional supervisor
- Supervisor of ARVA/On-Hine Learning
- State and Federal Reporting
- ACCSSS Compliance and Reporting
- Educational Technology Support
- District Level Data Analysis
- District Level Budgeting (IDEA)
- Gifted / Special Education LEA Representative
- Home Education Supervisor
- Grant Writing
- District School Psychologist Oversight

**High School Principal 9-12 – 12 Month – TBA**

- 9-12 Curriculum
- 9-12 School Assessment Coordinator
- Teacher Observation / Evaluation
- Building Level Data Analysis
- Athletic Department / Booster Organizations
- Building Level Professional Development
- High School Alternative Education
- Title IX Coordinator
- 9-12 Bullying Plan
- Building Level Budget and Reporting
- Building Management
- Building Instructional Leadership
- Building Level Home Education Portfolio Review
- Building Level Student Services / Chapter 12 Compliance

- Gifted / Special Education LEA Representative
- Induction Committee Co-Chair
- Athletic Director / Department Oversight

**Middle School Principal 6-8 / District Curriculum Coordinator – 12 Month – Travis Barja**

- 6-8 Curriculum
- 6-8 School Assessment Coordinator
- Teacher Observation / Evaluation
- Middle School Athletics
- Building Level Data Analysis
- Building Level Professional Development
- Middle / Elementary School Alternative Education
- K-8 Anti-Bullying Plan
- Building Level Budget and Reporting
- Building Management
- Building Instructional Leadership
- Building Level Home Education Portfolio Review
- Building level Student Services / Chapter 12 Compliance
- Gifted / Special Education LEA Representative
- Supervisor of Curriculum & Instruction K-12
- District Level Assessment Coordinator
- Professional Development / Act 48 Chairperson
- Strategic Planning
- Secondary Library Oversight
- District Level Data Analysis
- District Level Budgeting
- Grant Writing

**Elementary School Principal K-5 – Courtney Anderson**

- K-5 Curriculum
- K-5 School Assessment Coordinator
- Teacher Observation / Evaluation
- Early Childhood Committee Supervision
- Federal Programs Coordinator
- Building Level Budget and Reporting
- Building Management
- Building Instructional Leadership
- Building Level Home Education Portfolio Review
- Building level Student Services / Chapter 12 Compliance
- Gifted / Special Education LEA Representative

EXHIBIT B-8

2016-2017 PROJECTED STAFFING CHART – ELEMENTARY

<b>Office Staff</b>	
Principal	Anderson
Secretary	Akins
Secretary	Kunkle

<b>Specialty Class Teachers</b>	
Art	Busch
Computer	Dishong
Library	Higgins
Instrumental Music, Band	Virag
General Music, Chorus	Snyder
Physical Education	Allison

<b>Student Support</b>	
Emotional Support	Gorski
Gifted	Deceder
Guidance Counselor	Kachur
Learning Support - Primary	Skroupa
Learning Support - Primary	Jones
Learning Support - Interm.	Lewis
Learning Support - Interm.	Powers
Life Skills	Isenberg
Speech	Fleming
ESL	Pryimak

<b>ARIN-IU Staff</b>	
Hearing Clinician	IU
Physical Therapist	IU
Psychologist	Ellison
Occupational Therapist	IU

<b>Grade K</b>
Clever
Colamarino
Donelow
Dunmire
Spaniel

<b>Grade 1</b>
Anderson
Friday
Fryer
Kehew
Reilly
Torrell (maternity leave)
Saxion - Science/SS

<b>Grade 2</b>
Kraus
Romano
Kraemer
<b>LTS</b>
Saxion - Science/SS

<b>School Nurse</b>
Mion

<b>Specialists</b>
Kutch - Reading
King - Partial Reading
Edlis - Math
Lynch - Instruction

<b>Grade 3</b>
Alwine-LA
Mazurek-Math/Science/SS
Rametta-Math
Ziencik-LA

<b>Grade 4 &amp; 5</b>
Barton-Math
Danka-SS
King-LA/Reading Specialist
Flick-Math
Murphy-LA
Deceder-Gifted Support/LA
Wagner-Science
Weinel-LA

<b>Instructional Aides</b>
Boggs
Corsi
Davis
Emmert
Fedder
Flickinger
Murray
Peace
Sciotti
<b>TBA</b>
<b>TBA</b>

## 2016-2017 PROJECTED STAFFING CHART – MIDDLE SCHOOL

NAME	SUBJECT
Barr, Daina	6th Grade Science
Barrett, Dan	6th Grade English
Barta, Travis	Principal
Biller, Jamie	Family Consumer Sciences
Bradley, Monika	7th Grade Science
Cecchini, Sandra	6th Grade Reading
Crewe, Barb	Principal/Guidance Secretary
Daugherty, Daniel	Algebra, Geometry
Desiderato,, Robert	7th Grade Social Studies
Duff, William	Vocal Music
Emmert, Tracy	Aide
Fair, Kara	Guidance Counselor
Fello, Robert	Library
Ferguson, Matt	Art
Fox, Gregory	Learning Support
Gourley, Carol	Nurse
Gruseck, Margaret	7th Grade English
Hastings, Heidi	8th Grade English
Jones, Ashley	7th Grade Reading
Kanish, Jake	Learning Support /Read 180
Manifest, August	8th Grade Social Studies
Mika, Christa	Pre-Algebra
Miller, Lisa	8th Grade Reading
Misja, Linda	French - 8th Grade
Moore, Jerry	6th Grade Social Studies
Muffie, Brandi	Life Skills
Sargent, Karissa	Health/Physical Education
Prymak, Kathleen	Learning Support, ESL
Reese, Kenneth	6th Grade Math
Reese, Rebecca	8th Grade Science
Rzewnicki, Daniel	Health/Physical Education
Simpson, Kristen	Emotional/Learning Support
Thomas, Janetta	Gifted Enrichment
Traill, Dustin	Technology Education
Virag, Gavin	Instrumental Music

## 2016-2017 PROJECTED STAFFING CHART – HIGH SCHOOL

Name	Title/Course
<b>Administration</b>	
Bartha, Ray	Athletic Director
Barta, Travis	MS Principal/Curriculum
Clark, Christopher	Coordinator of Customized Student Services
Davis, Gary	Transportation
Skiba, John	ETHRS
TBA	HS Principal/Teacher Induction
<b>Support Staff</b>	
Altmire, Kim	District Attendance
McCormick, Christine	Principal Secretary
Baustert, Karen	PCA
Baylor, Cathy	PCA
Broman, Marcia	Special Education Secretary
Campitella, Nancy	PCA
Gourley, Carol	HS/MS Nurse
Gray, Kathy	PCA
Lukehart, Michelle (11-12)	Guidance Counselor
Brown, Michele	Guidance Secretary
TBA	Athletic/Curriculum/Technology Secretary
Snyder, Brenda	PCA
Thomas, Janetta (9-10)	Guidance Counselor
<b>Art Department</b>	
Ferguson, Matt	Art
<b>Music Department</b>	
Duff, Bill	Choral Music (HS, MS)
Virag, Gavin	Band (HS, MS, Elem)
<b>Family Consumer Science Department</b>	
Biller, Jamie	Family/Consumer Science
<b>English Department</b>	
Greenlee, Bethany	Secondary English
Miedel, Mark	Secondary English
Rogalski, Catherine	Secondary English
White, Danielle	Secondary English
<b>Math Department</b>	
Jones, Andrew	Secondary Math
Hauge, David	Secondary Math
Shultz, Laurel	Secondary Math
Simon, John	Secondary Math
<b>Social Studies Department</b>	
Johns, Jessica	Secondary Social Studies
Manifest, Augie	Secondary History
Querio, Cindy	Secondary Social Studies
Zawacki, Chris	Secondary History
<b>Science Department</b>	
Gillespie, Scott	Secondary Biology
Blyshak, Nancy	Secondary Biology
Hauge, David	Secondary Physics
Opalka, Julie	Secondary Chemistry
Wenckowski, Leigh	Secondary Chemistry
<b>Physical Education Department</b>	
Rzewnicki, Daniel	Phys. Ed/ Health
Sargent, Karissa	Health/Phys. Ed.
Smail, Jeremy	Health/Phys. Ed.
<b>Technology Education</b>	
Traill, Dustin	Graphics
Jones, Jeff	Tech Ed.
<b>Business Department</b>	
Guido, Amy	Business
Lizik, Larry	Business
<b>Foreign Language</b>	
Misja, Linda	French
Scotece, Kristen	Spanish
<b>Special Education Department</b>	
Fox, Greg	Learning Support
Mitchell, Emily	Learning Support
Muffie, Brandi	Life Skills
Shoop, Kelly	Learning Support
Simpson, Kristen	Learning Support
<b>Library</b>	
Fello, Rob	Library



## 2016-2017 SUPPLEMENTAL CONTRACTS

**HIGH SCHOOL**

Art Show	Matt Ferguson
Jr Class	Emily Jones
	Kelly Shoop
Sr Class	Emily Jones
	Andrew Jones
	Kelly Shoop
Student Council	Andrew Jones
	Kelly Shoop
Leo Club	Leigh Wenckowski
Newspaper	Catherine Rogalski
Yearbook	Amy Guido

**MUSIC**

MS/HS Band/Concerts	Gavin Virag
Marching Assistant	Christine McCormick
Band Camp Assistant	Brian Querry
MS/HS Choir	Bill Duff
Stage Crew	Bethany Greenlee

**DRAMA**

Director of Fall Play	Jake Kanish
Spring Musical Producer/Director	Bethany Greenlee
Spring Musical Orchestra Director	Gavin Virag
Musical Costumer	Bethany Greenlee
Musical Choreographer	Bethany Greenlee
Musical Vocal Director	Andy Jones
Set Construction/Design	Joe Faber

**MIDDLE SCHOOL**

Art Show	Matt Ferguson
Student Council	Daina Barr
Newspaper	Larry Lizik
Yearbook	Margaret Gruseck
LEO Club	Christa Mika
STAR	Margaret Gruseck
CHOICE	Kara Fair

**ELEMENTARY SCHOOL**

Art Show	Hsiao Busch
Winter/Spring Concerts	Gavin Virag
	Rebecca Snyder

## EXHIBIT B-13

## 2016-2017 SALARIES FOR ADMINISTRATORS AND NON-UNION EMPLOYEES

	<b>Position</b>	<b>2015/2016</b>	<b>2016/2017</b>
	Director of Special Programs	\$92,000	\$94,760
	Elementary Principal	\$85,000	\$87,550
	Middle School Principal/District Curriculum	\$97,230	\$100,147
	Superintendent	\$130,000	\$135,200
	Director of School Safety & Student Services	\$60,000	\$61,800
	Director of Technology	\$65,861	\$67,837
	Business Administrator	\$100,264	\$104,275
	Dir. Of Bldg & Grounds	\$65,665	\$67,635
	Technology Asst.	\$34,719	\$36,455
	Tech Help/PIMS	\$35,080	\$36,834
	Custodial Supervisor*	\$46,441	\$51,441
	Acct Payable	\$40,955	\$43,003
	Adm. Asst, Sup. Comm. Eng.	\$45,623	\$47,904
	Acct.-Payroll/Benefits	\$41,660	\$43,743
	Maintenance	\$38,439	\$40,361
	Maintenance	\$37,303	\$39,168
	Maintenance	\$34,792	\$36,532
Part Time	Athletic Director	\$17,000	\$17,850
Part Time	Director of Transportation	\$16,000	\$16,800
	Lunchroom Monitors	\$12.59/hour	\$12.97/hour

## EXHIBIT C-1

## CONFERENCE ATTENDANCE REQUESTS

<b>Participant and Building &amp; Assignment</b>	<b>Description and Sponsor of Activity</b>	<b>Dates and Location</b>	<b>Cost and Funding Source</b>
Carol Kopnicky Building & Grounds	PASBO School Operations Academy PA Association of School Business Officials	July 28 – 29, 2016 Penn Stater Conference Center State College	\$459.20 General Fund

EXHIBIT D-1

FIELD TRIP REQUESTS

<u>DATES</u>	<u>GRADE/GROUP/TEACHER(S) /CURRICULUM</u>	<u>DESTINATION</u>	<u># STUDENTS</u>	<u>COST</u>	<u>SUB</u>
May 31, 2016	Bicentennial Bike Students Cris Kostiuik Community Engagement	Apollo Plaza	4	\$0	0
August 6, 2016	Apollo-Ridge Marching Band Gavin Virag Instrumental Music	Kennywood Park West Mifflin	91	\$1065	0
September 15, 2016	Varsity & JV Girls Volleyball Team Linda Guercio Volleyball Tournament	Virginia Beach Convention Center Virginia Beach VA	22	\$0 VB Boosters	0

Costs include transportation, substitutes, and registration/entry fees

STA BUS DRIVERS

<u>NAME</u>	<u>ADDRESS</u>	<u>POSITION</u>
Sally Buchanan	Avonmore	Substitute Driver
Jason Goedicke	Apollo	Substitute Driver

Pending receipt of Acts 34, 114, 151 and 168 background checks