

Student ID#
24588

**THE MILL CREEK SCHOOL TUITION CONTRACT
TEN MONTH SCHOOL YEAR
(Tuition paid by Sending District)**

THIS AGREEMENT (the “Agreement”) is made and entered into this **EIGHT** day of **SEPTEMBER, 2020**, by and between the PENN-DELCO School District in the County of DELAWARE in the Commonwealth of Pennsylvania (hereinafter referred to as the “**SENDING DISTRICT**”) and The Public Health Management Corporation on behalf of its Mill Creek School (hereinafter referred to as the “**MILL CREEK SCHOOL**”).

NOW, THEREFORE, in consideration of the covenants herein contained, the parties, intending to be legally bound, agree as follows:

1. The **SENDING DISTRICT** agrees to purchase from **MILL CREEK SCHOOL** the educational services described in the individualized education program for [REDACTED] a pupil from the **SENDING DISTRICT**.

2. This Agreement shall be in effect for the **2020-2021** school year. The educational services shall commence on **September 8th, 2020**.

3. The **SENDING DISTRICT** agrees to pay tuition to the **MILL CREEK SCHOOL** for each pupil as follows:

A. The **SENDING DISTRICT** shall pay the **MILL CREEK SCHOOL** a per diem rate of \$284.32 for each pupil. Payment for each pupil is calculated by dividing the approved annual tuition rate (\$51,177.60) by the number of school days budgeted per school year (180 days) to reach the per diem rate of \$284.32, and then multiplying such rate by the number of school days the pupil is enrolled. For the purpose of this calculation, payment obligations for each pupil shall commence on the official start date for the respective pupil.

B. The **MILL CREEK SCHOOL** will submit monthly tuition bills to the **SENDING DISTRICT** upon the completion of each calendar month setting forth payment due, and the **SENDING DISTRICT** agrees to pay **MILL CREEK SCHOOL** within thirty (30) days of the date of the invoice. **SENDING DISTRICT** agrees to provide written notice of any billing dispute within seven (7) days of the date of the invoice. The notice from the **SENDING DISTRICT** shall include the basis of the dispute. **SENDING DISTRICT** agrees to pay the undisputed amount within the thirty (30) days of the date of the invoice. Outstanding balance over 60 days will be assessed a 3% late fee. The parties agree to work together to resolve any dispute

4. This Agreement may be terminated by the **SENDING DISTRICT** or by the **MILL CREEK SCHOOL** upon fifteen (15) calendar days' written notification to the other party. Notwithstanding this, if the **MILL CREEK SCHOOL** terminates the Agreement, it agrees to maintain the pupil's placement until the **SENDING DISTRICT** finds an alternate placement for such pupil, unless the pupil violates the policies, rules or regulations of the **MILL CREEK SCHOOL** relating to sexual or violent behavior, drugs and/or weapons in which case the pupil may be immediately dismissed. When alternate placement becomes necessary, the **SENDING DISTRICT** agrees to diligently pursue all alternate placement options.

5. In the event that any dispute arises out of this Agreement, the parties will seek to resolve the dispute as expeditiously as possible. Except as may be set forth herein, the interests of each pupil shall be of the foremost concern in resolving disputes.

6. This Agreement may not be assigned by either party without the express prior written consent of the other party hereto.

7. The parties agree to comply with and operate in accordance with applicable federal and state laws.

8. The **SENDING DISTRICT** represents and warrants that the undersigned has full power and authority to execute this Agreement on behalf of the **SENDING DISTRICT**.

9. Each of the parties hereto agrees to keep strictly confidential and to hold in trust all confidential information of the other and not disclose any such information to any third party without the express prior written consent of the other party hereto, unless otherwise required by law.

10. Both parties agree that in the performance of this Agreement, there will be no discrimination against any individual or groups on account of any Federal, State or Local law, regulation or rule, including but not limited to race, color, gender, sexual preference, religious creed, ancestry, disability, age or national origin. Receipt by either party of evidence of such discrimination shall be cause for termination.

11. If either Party hereto shall be delayed or hindered in, or prevented from, the performance of any act required hereunder for any reason beyond such Party's direct control, including but not limited to, strike, lockouts, labor troubles or labor disputes of any kind, civil disorders, governmental or judicial actions or orders, riots, insurrections, war, acts of God, accident, energy or other conservation measures imposed by law or regulation, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, inclement weather, or other reason beyond the Party's control (a "Disability") then such Party's performance shall be excused for the period of the Disability. Any timelines affected by a Disability may be modified and any affected Budget may be adjusted to account for cost increases or decreases resulting from the Disability. The Party affected by the Disability shall notify the other Party of such Disability as provided for herein.

12. **MILL CREEK SCHOOL** agrees to indemnify, defend and hold harmless **SENDING DISTRICT**, its officers, affiliates, employees, agents, representatives, successors and assigns, from and against any and all claims, demands, actions, judgments, costs and expenses (including attorneys' fees), based upon or arising in any manner whatsoever from the acts or

omissions of **MILL CREEK SCHOOL**, its directors, trustees, officers, affiliates, employees, agents, representatives, successors and assigns, in the performance and/or breach of this Agreement.

SENDING DISTRICT agrees to indemnify, defend and hold harmless **MILL CREEK SCHOOL**, its directors, trustees, officers, affiliates, employees, agents, representatives, successors and assigns, from and against any and all claims, demands, actions, judgments, costs and expenses (including attorneys' fees), based upon or arising in any manner whatsoever from the acts or omissions of **SENDING DISTRICT**, its trustees, officers, affiliates, employees, agents, representatives, successors and assigns, in the performance and/or breach of this Agreement. Notwithstanding anything to the contrary contained herein, **SENDING DISTRICT** shall also hold **MILL CREEK SCHOOL** harmless from any and all claims, injuries, damages, losses or suits including attorney fees, in the event any of **SENDING DISTRICT**'s employees, agents, subcontractors, or clients served, or related parties are diagnosed with COVID-19, and shall also indemnify **MILL CREEK SCHOOL** from any and all claims, injuries, damages, losses or suits including attorney fees related to any claims or suits involving allegations in any way related to COVID-19 exposure or diagnosis. This paragraph shall survive the termination of this Agreement.

13. All notices, statements and other communications required or permitted under this Agreement shall be in writing and shall be sufficiently given only if personally delivered, mailed by registered, certified or first class mail, via Certified Email to the Email address indicated below, transmitted by a reputable express courier service or transmitted by telecopier and confirmed by first class mail within 24 hours to the party to receive notice at the following addresses, or at such other addresses as party may, by notice, direct.

If to **MILL CREEK SCHOOL**:

Christina Kelly
Mill Creek School
111 N. 48th Street
Philadelphia, PA 19139
Email: chkelly@millcreek.phmc.org
Cc: contracts@phmc.org

If to **SENDING DISTRICT**:

Regina McClure
Director of Special Education & Pupil Services
Penn-Delco School District
2821 Concord Road
Aston, PA 19014
Email: Rmclure@pdsd.org

Any notice shall be deemed to have been duly given upon receipt or refusal to accept delivery if notice is given by personal delivery, certified or registered mail or certified electronic mail, return receipt required, or via a nationally recognized overnight delivery service. Any addressee may change the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph.

14. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day and year first written above.

MILL CREEK SCHOOL

SENDING DISTRICT

Authorized Signature

Authorized Signature

Name

Regina McClure, M.Ed.

Name

Title

Title

Date

Date

14. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day and year first written above.

MILL CREEK SCHOOL

SENDING DISTRICT

Authorized Signature

Authorized Signature

Name

Name

Title

Title

Date

Date