

Alternative Community Resource Program, Inc.
131 Market Street
Johnstown, PA 15901

ACRP's - Center for Achievement School
2026-2027 SCHOOL AGREEMENT

By and between the Alternative Community Resource Program, Inc. (herein referred to as "ACRP") and the **Richland School District** under the terms and conditions as hereinafter provided.

ACRP agrees to:

1. Provide academic and counseling services to students diagnosed with Autism Spectrum Disorders (ASD) that are placed in the ACRP "Center for Achievement" after the intake, assessment, and/or other necessary evaluations are completed by ACRP.
2. Provide educational programming, counseling and arrange support services with home school districts for the students that are placed in the ACRP "Center for Achievement" after the intake, assessment or Individual Education Program (IEP) / Notice of Recommended Educational Placement (NOREP). Forms must be completed by the sending school district prior to placement of any student with Center for Achievement. Educational and other pertinent documents must be forwarded by the sending school district to the Center for Achievement.
3. Provide pertinent data for the multi-disciplinary re-evaluation process for eligible students enrolled in the program.
4. Coordinate the delivery of educational and support services with the students, families for the following:
 - K through grade 12
5. Assist with consultation, participation and input at review meetings, report cards, and/or an Individualized Education Program (IEP) / Notice of Recommended Educational Placement (NOREP) / Evaluation Report (ER) - (as applicable), and/or 45-day education placement reviews.
6. ACRP agrees to complete a discharge report for each student and submit it no later than (30) thirty days after the Center for Achievement discharges the student. The report will be forwarded to the appropriate school administrator or designee.
7. Comply with the Greater Johnstown School District calendar for attendance purposes.
8. Provide Pennsylvania certified special education instructor at the following site:

- ACRP “Center for Achievement”
317 Power Street
Johnstown, PA 15906

9. ACRP must receive the ASD Referral form to verify the implementation of required procedures PRIOR to accepting any student.
10. Submit invoices that include the names of students enrolled and dates of service.
11. Billing for educational costs will be submitted to the participating school district based on the sending district’s daily enrollment not to exceed 180 days.
12. Bill on 10 monthly billing cycles (August 2026– June 2027). Billing statements will be rendered to the business office and payment shall be due to ACRP no later than thirty (30) days after the billing invoice date.
13. All of the student’s related services (Speech and Language, Occupational Therapy, and Physical Therapy) will be coordinated through the school district or an outside agency and billed to the school district.
14. ACRP shall defend, indemnify, and hold harmless the school district, its agents, board, representatives, attorneys, staff, and employees, from and against any and all causes of action, claims, actions, suits, proceedings, judgments, damages, penalties, fines, liens, expenses and/or costs, liabilities, and/or losses (including reasonable attorneys’ fees, consultant fees, and expert fees) arising out of, resulting from, or in connection with any services being rendered by ACRP as part of this agreement.

The **Richland School District** agrees to:

1. It is the responsibility of the school district to complete the ASD Referral Form for each student prior to placement. The school district will forward all academic or other reports that it deems necessary for ACRP to develop an academic/behavioral plan for each student.
2. Provide educational goals, life skill objectives for students, and conduct Initial Individualized Education Program (IEP)/Notice of Recommended Educational Placement (NOREP)/Evaluation Report (ER) for special education students before they are enrolled in the program. Educational and other pertinent documents will be forwarded by the sending school district to the Center for Achievement.
3. Provide student coordination and support through the administration along with providing the presence of an empowered district representative or designee during the intake, discharge, and IEP review proceedings.
4. Participate in 45-day reviews for students in the ACRP Center for Achievement as necessary or required.

5. Transport students to and from the following sites based on the Greater Johnstown School District (GJSD) school calendar:
 - ACRP Center for Achievement
317 Power Street
Johnstown, PA 15906
6. Purchase services from the ACRP Center for Achievement for the 2026– 2027 school year based on student enrollment and a maximum 180-day billing period as follows:
 - ACRP/ASD Classroom.....\$40,500 annually or \$225.00 daily per student.
7. The district further agrees that any specific academic texts, tests and curriculum guidelines to be followed and any related supplemental materials will be provided by the sending district. The district will be responsible for speech, occupational therapy, or any other physical therapy services for the student or contract for these services with another provider.
9. Make nursing services available to students.
10. Offer Act #48 credits or other trainings to ACRP staff as available.

MUTUAL INDEMNITY CLAUSE:

ACRP and RSD agree to hold each other harmless and to indemnify each other from all claims, causes of action or litigation, including attorneys' fees and costs, as follows: (a) to the extent that any claim is asserted regarding the compliance or failure of a student's individualized education program to comply with the Individuals With Disabilities Education Act or Section 504 of the Rehabilitation Act or RSD fails to fulfill any term, covenant or condition of this agreement, RSD will hold harmless and indemnify ACRP from such claims; and (b) to the extent that any claim is asserted regarding the failure of ACRP to provide its services consistent with a student's IEP, any act or omission of ACRP causing injury to a student, any failure of ACRP to comply with applicable law or any term, covenant or condition of this agreement, ACRP will hold harmless and indemnify RSD from such claims. The indemnification obligation of RSD is subject to, and with full reservation of, any immunities and limitations of liability afforded to RSD under applicable federal and/or state law, including, but not limited to, the Pennsylvania Political Subdivision Tort Claims Act. This provision shall not obligate RSD to provide indemnity from any claim from which RSD is immune or of any damages exceeding any limitation of damages established by applicable law.

FORCE MAJEURE

No failure or delay in performance of this Agreement by either party shall be deemed to be a breach when such failure or delay is occasioned by or due to any acts of God, strikes, lockouts, wars, riots, epidemics or pandemics, explosions, sabotage, terrorists attacks, government ordered shutdowns, shutdown of District for over two (2) days due to unforeseeable mechanical breakdown, the binding order of any court or governmental authority or any other cause, whether

of the kind enumerated above or otherwise, not within the control of the party claiming suspension; but, no cause or contingency shall relieve District or other contracting party of its obligation to make payment for services already performed or materials already delivered. In the event this Agreement is suspended due to a force majeure event as set forth herein, no payments shall be due until the event of force majeure has been terminated except for the payments set forth in the preceding sentence.

PROFESSIONAL LIABILITY INSURANCE

ACRP will provide proof of professional liability insurance naming the school district as an additional insured.

Term: Program services shall commence on August 26, 2026 and terminate on June 3, 2027 unless the school year is extended.

The agreement hereto shall inure to the benefit of the parties herein, their successors and assigns.

The Richland School District:

By: _____

Date: _____

Title: _____

The Alternative Community Resource Program, Inc.:

By: _____

Date: _____

Title: ACRP President/CEO