



IMPORTANT: This form must be completed and received
30 business days prior to the Committee of the Whole Meeting.

FISCAL YEAR: _____

CONTRACT APPROVAL COVER SHEET

Please attach a copy of the contract/agreement (signed and dated by the vendor). Please note that all contracts must be solicitor-reviewed prior to submitting contracts for Board approval.

PLEASE PRINT LEGIBLY

Vendor/Consultant Name: The Vista School

Start Date: August 17, 2026 End Date: June 30, 2027

Building/Department Name: Student Services

Total Cost of Contract: \$ 83,275.50

Scope of Work: Providing a student tuition and related services through the school year

Funding Source: General

Budget Account Code 10-1233-567-000-30-00-310-000-0053

The attached document has been prepared for accuracy and is ready for approval.
Any supporting documentation regarding this request has been attached.

- ☐ Document Submitted by: Kathleen Connor
- ☐ Office Director Reviewed: Krista Palmer
- ☐ Superintendent/Designee Reviewed: _____

Date: 7/9/26

Date: 7/9/26

Date: _____

For Office Use Only:

Notes/Comments: _____

Board of Directors Approval / Denial was obtained on this date: _____

Please note: For questions regarding denial, please speak with your immediate supervisor.

**THE VISTA SCHOOL
REGULAR SCHOOL YEAR EDUCATIONAL SERVICES CONTRACT**

This AGREEMENT (the "Agreement") is made and entered into by and between Harrisburg School District (the "District") and The Vista School ("Vista").

WHEREAS, Vista, a Pennsylvania nonprofit corporation with its principal place of business at 1021 Springboard Drive, Hershey, Pennsylvania, provides educational services and supports to students with intensive needs related to Autism Spectrum Disorder and uses applied behavior analysis ("ABA") programming for students with more complex needs. In addition, Vista provides behavioral health services under its IBHS license as set forth in the student's IEP. Vista has offered enrollment for **the 2026-2027 Regular School Year ("RSY 2026-2027")**.

NOW THEREFORE, the District and Vista, in consideration of the mutual undertakings hereunder, and intending to be legally bound, agree as follows:

1. Services: Vista shall provide to Student the educational and behavioral programs outlined in Student's individualized education plan ("IEP") and shall use ABA-based programming during the (list the school years encompassed under the contract). Vista will provide educationally integrated behavioral support via Vista's Department of Human Services IBHS license at no cost to the district unless Student's insurance lapses beyond remediation, or the student turns 21 years of age, or should Student's insurance change without prior notice to Vista or should Student's insurance not cover the entire cost of Behavioral Health Services, in which case the District will be billed and will pay the difference between the amount paid by insurance and the amount charged by Vista for the Behavioral Health Services. Vista shall perform progress monitoring as set forth in Student's IEP and shall provide progress monitoring reports to the District and parents as required regarding Student. Upon receipt of the signed contract, one or more Vista representatives shall take primary responsibility, in close consultation with the District, for drafting and revising Student's IEP. Vista shall arrange for Student to be evaluated by a licensed school psychologist at least once every two years. The cost of any additional evaluations shall be borne by the District. Vista shall provide services for the Regular School Year ("RSY").

The District acknowledges that Vista has held open and/or filled a spot in its program for a District student for the 2026/27 school year. In the event that Student is removed from or does not attend Vista's program, for whatever

reason, District agrees that it will be responsible for payment of the Student's full tuition and costs associated therewith for the remainder of the term of the contract unless otherwise agreed. Should Student be removed from the Vista program, Vista agrees at its discretion to accept another Student to fill the vacant position. Upon receipt by Vista of tuition for the replacement student, District's responsibility to pay for the complete 2026/27 school year will end.

2. Vista Status: The Vista School is not under suspension, debarment, or otherwise excluded from performing work by the Commonwealth of Pennsylvania, any other state, or the federal government.

3. Classroom Access, Data Collection Reporting Consent: Vista is committed to databased decision-making pursuant to ABA principles, and, as such, operates an extensive data collection and analysis program. Data from Student's activities (both at the classroom and in-home) is collected on an ongoing basis and analyzed on a routine, periodic schedule. Vista shall supply formal reports on Student's progress at regular intervals or as provided in the Student's IEP but no less frequently than quarterly. Copies of such reports shall be made available to both Student's parents and District. Vista is in possession of Student's most recent IEP and agrees to adhere to the educational plan outlined therein.

Both Student's parents or guardians and District shall have access to review Student's progress and activities in the classroom and either may contact Vista with any concerns or information relevant to the provision of programming to Student. In order to avoid disruption to the educational environment, classroom visits shall be pre-scheduled, at least one week in advance.

By execution of the attached addendum, Exhibit A, Student's parents or guardians have indicated their consent to the collection and use by Vista of data collected for the purposes of progress monitoring and development and implementation of the IEP but to no further disclosures except as otherwise required or allowed by law.

4. Student Concerns: Concerns about Student, programming, and placement (including parental concerns) will be addressed by Vista in consultation with the Parents and District. Vista will make District aware of concerns as they arise. The District representative informed under this section will communicate with Vista and plan how concerns will be addressed.

Vista and District will work with District's superintendent (or designee) and Vista management (or designee) on concerns when such is warranted. In the event a due process hearing is needed for Student, the costs of such hearing will be the

responsibility of District. Vista shall promptly notify District of any potential claims and concerns. Vista will cooperate fully with District in defending against any claims regarding Student.

5. Terms of Payment and Payment Schedule: District represents that Student has been referred for placement via a notice of recommended education placement or other legally binding agreement.

6. A. The District agrees to pay the cost of tuition, supplemental supports and related services and as set forth in the Student's IEP and as set forth in Exhibit B. Should the District's calendar provide for more than 180 days of educational programming, the cost of any additional days shall be paid by the District in the amount set forth in Exhibit B.

The cost of any additional services not included within the student IEP as listed in Exhibit B but requested by Parents must be paid for by the Parents unless otherwise agreed to between the District and Parents. Vista agrees that it will cooperate with the Parents and/or District to provide documentation required by any public or private insurance carrier. However, in the event that the insurance provider denies coverage or payment for the cost of the services, Parents agree that they are responsible for payment for the additional services unless otherwise agreed between the District and the Parents. The failure of District to submit payment for services provided to Student that are not covered by Parent's policy of insurance but required under the Student's IEP will result the discontinuance of the additional services to Student. Should Vista believe that the additional services are necessary to implement the IEP, it will request the Parents' and District's approval for provision of the services. Should there be no approval, or should there be no payment for the services by District or Parents, Vista may terminate this agreement.

B. Except as otherwise agreed in writing between the District and Vista, services exclude any and all ESY services to be provided by Vista during the summer of 2027. If Vista and the District wish to enroll the Student in **2027** ESY services, they may enter into a separate addendum to this Agreement which must be signed by both parties.

C. Payments must be made to Vista at the following address:

The Vista School
Attn: Business Operations
1021 Springboard Drive
Hershey, PA 17033

D. Payments more than 30 days past due will incur interest at 9% per annum. Payments more than 60 days past due will be referred by Vista for collection, and the District will be responsible for all attorney's fees and collections incurred in efforts to collect payments more than 60 days past due.

7. Additional Responsibilities of the District:

A. The District acknowledges and agrees that, in order for Vista to hold open a placement for Student, the District must return a fully executed copy of this Agreement no fewer than 30 days before the beginning of RSY **2026-2027** and to make payment for the services to be performed by Vista under the terms of this agreement within 30 days after submission of Vista's bill.

The District acknowledges and agrees that cooperation between Vista and the District, is necessary for the implementation of this Agreement. The District will cooperate in good faith in meetings and discussions as requested by Vista. The District will complete RISC reporting, PIMS reporting, and School District LEA accounting reporting for both APS and PS District Students contracted with Vista.

8. Default: Without limitation, the District shall be deemed to be in default of this Agreement upon the occurrence of any of the following:

- (a) Failure to make any payment due from the District on this Agreement or on any other agreement outstanding with Vista; or
- (b) Failure to perform any other provision of the Agreement; or
- (c) Providing Vista with false information or signatures; or
- (d) Failure to agree to pay for services provided to students which have not been covered by Parents' insurance.

Upon or after the occurrence of any event of default, Vista will provide the District with notice, by certified mail, addressed to the District's last known address as shown on Vista's records, advising the District of the default and of the District's right to cure the default within a 30-day cure period. The notice will provide the time, amount, and performance necessary to cure the default. If the District does not cure the default as provided in the notice, Vista's rights shall include (not by way of limitation) the right to declare all sums due on the Contract to be immediately due and payable and the removal of Student from Vista's roster. The District agrees to pay all attorney's fees and other reasonable collection costs and charges necessary for the collection of any amount not paid when due.

Waiver by Vista of any event of default shall not be a waiver of any subsequent default nor shall it be binding upon Vista if Vista should thereafter choose to exercise that or any other right or a similar event of default occurs later. All of Vista's rights and remedies shall be cumulative.

If any part of this Agreement is held to be unlawful, void or unenforceable, that provision shall be deemed not to have been a part of this Agreement, which shall otherwise remain fully effective.

This Contract is not assignable by either party without the express, written consent of the other.

The District shall continue to remit payment for the contracted regular school year "RSY" regardless of the status of the District Student and regardless of whether the Student continues to attend Vista's program. In the event of a change in placement, The Vista School will make every attempt to fill the District Student's place. If filled, Vista will stop invoicing the District.

Financial Responsibility: The District is responsible to pay the scheduled tuition for the student spot even if student leaves the district, until space is filled by contracted district or another district. The District is also responsible for the payment for behavioral health and/or nursing or other medical services required in order for Vista to implement the agreed upon IEP.

9. Limitations on Liability: No individual official, employee, director or agent of Vista shall have any direct or indirect personal liability to the District under this Agreement.

10. Indemnification: Each party shall indemnify, pay the cost of defense of, and save and hold the other harmless of, from and against any and all loss, cost, expense, damage, claim, demand, assessment, audit, judgment and liability, including reasonable attorney's fees and court costs, which the indemnified party may suffer or incur, resulting from, relating to, or arising in whole or in part, from or out of: (i) any misrepresentation or breach of a representation or warranty by the other party or its employees or agents contained in this Agreement; (ii) any breach of this Agreement by the other party or its employees or agents.

11. Absence of Warranties: THERE ARE NO WARRANTIES, EITHER EXPRESSE OR IMPLIED, GIVEN BY VISTA IN CONNECTION WITH ITS PROVISION OF THE EDUCATIONAL SERVICES COVERED BY THIS AGREEMENT.

12. Confidentiality: Vista may provide the District with access to confidential, proprietary, and sensitive information relating to Vista, whether such information is provided in written, oral, graphic, pictorial, or recorded form or stored on computer discs, hard drives, magnetic tape or digital or any other electronic medium, which may include, without limitation, information pertaining to the business, operations, finances, employees, curriculum, students served, and parents of district students (collectively, "Confidential Information"). The District acknowledges that from time-to-time Vista may disclose Confidential Information to the District in order to enable engagement in the services described in the Agreement. The District recognizes and agrees that the unauthorized disclosure of Confidential Information could be harmful to Vista. Consequently, the District agrees not: (1) to use, at any time, any Confidential Information for the District's own benefit or for the benefit of any person, entity, or company other than the District or District Students; or (2) to disclose, directly or indirectly, any Confidential Information to any person who is not a current employee of the District authorized to receive the Confidential Information, except in the performance of the services described in this Agreement, at any time prior or subsequent to the termination of this Agreement, without the express, written consent of Vista. The District acknowledges that any and all documents, including documents containing Confidential Information, furnished by Vista or otherwise acquired or developed by Vista in connection with the Agreement (collectively, "Vista Materials") shall at all times be the sole property of Vista. Upon the termination of this Agreement or association with Vista, the District shall return to Vista or destroy, or in the case of Vista Materials stored in electronic, magnetic, or digital media, at the election of Vista, use commercially reasonable efforts to erase or render unreadable, any and all Vista Materials that are in the District's possession, custody, or control. The provisions of this Section 10 shall survive termination or expiration of the Agreement.

13. Confidentiality of Student Records: The parties acknowledge that the unauthorized access to or dissemination of school student records is prohibited under state and federal law. The Parties shall comply with the Family Education Rights and Privacy Act of 1974 (FERPA) and any other applicable state and federal laws and regulations regarding the privacy of student records. To the extent required by law, the parties agree to comply with the business associate privacy rule provisions of the Health Insurance Portability and Accountability Act of 1996 as amended by the Health Information Technology for Economic and Clinical Health Act, including the subcontractor business associate provisions of that Act. Neither Party shall disclose the education records of any student to any person other than District personnel, Vista staff serving the Vista classrooms, and the

student's parent(s) or guardian(s). Vista specifically agrees it will comply with FERPA in all aspects of its services provided in this Agreement.

14. Additional Term and Termination:

A. The term of this Agreement shall run through the end of the **2026-2027** regular school year, unless earlier terminated as provided herein. This Agreement shall not automatically renew and shall terminate after the initial term unless there is a written amendment to the Agreement extending or renewing the Agreement.

B. Termination without Cause. Either the District or Vista may terminate this Agreement without cause and without penalty or payment of any kind to the other party by providing the other party with at least 180 calendar days' written notice prior to the date of termination. Grounds for termination for cause include, but are not limited to, a party's:

- (i) Failure to pay any amount due under this Agreement within 30 days of the due date for payment of such amount;
- (ii) Failure to comply with this Agreement;
- (iii) Failure to perform duties created by this Agreement;
- (iv) Material breach of this Agreement.

C. This Agreement may be immediately terminated by District or Vista upon written Notice for gross misconduct or gross negligence by the other party or anyone acting on behalf of the other party.

D. The terms of this Agreement shall be governed by the laws of the Pennsylvania except to the extent supplemented, superseded or preempted by federal law.

E. The parties to this Contract consent and agree that all legal proceedings relating to the subject matter hereof shall be maintained in the Court of Common Pleas of Dauphin County, Pennsylvania, or, if applicable, the United States District Court for the Middle District of Pennsylvania. All parties hereto consent and agree that jurisdiction and venue for such proceedings shall lie exclusively with those courts. Service of process in any such proceeding may be made by certified mail, return receipt requested, directed to the respective party at the address set forth above.

15. Notice: Any notice given under this Agreement shall be made in writing and sent by certified mail or overnight commercial carrier, addressed as follows:

If to Vista:

The Vista School
Attn: Business Operations
1021 Springboard Drive
Hershey, PA 17033

If to the District:

Harrisburg School District
1010 N. 7th Street
Harrisburg, PA 17102

16. Entire Agreement: The Agreement and Terms, when read together, contain the entire understanding between the parties with respect to their subject matter and supersede all prior or contemporaneous agreements or understandings between the parties with respect to their subject matter. The headings in the Agreement are solely for convenience of reference and are not to be given any effect in the construction or interpretation of the Agreement or Terms.

17. Counterparts: The Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. The Agreement shall be binding when one or more counterparts of it, individually or taken together, shall bear the signatures of all of the parties reflected on the Agreement as the signatories. Delivery of an executed counterpart of the Agreement by facsimile or electronic mail shall have the same binding effect as delivery of an executed original of it.

18. No Third-Party Beneficiary: The provisions of this Agreement are for the benefit only of the parties hereto, and no third party may seek to enforce, or benefit from, these provisions. The parties specifically disavow any desire or intention to create any third party beneficiary hereunder, and specifically declare that no person or entity shall have any right hereunder nor any right of enforcement hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their respective duly authorized officers, as of the date first written above.

DISTRICT:
Harrisburg School District

Name, Title, Date

VISTA:

Gaynelle M Dillsworth

Gaynelle Dillsworth, Executive Director of The Vista School

EXHIBIT B

Tuition and Related Services as set forth in the student's IEP -

Tuition -2026-27 School Year of 180 days – \$83,275.50

Related Services included in tuition:

- Speech and Language
- Occupational therapy
- Physical Therapy
- Crisis Intervention Support
- Nursing Services

Related Services not included in tuition:

- IBHS costs not reimbursed by insurance plan coverage
- IBHS Services for non-insured/students age 21+
 - Shared Support – \$343.04/day
 - Individual Support – \$492.82/day
 - Enhanced Support – \$797.83/day
 - Specialized Support – \$911.09/day

Hourly/as needed costs:

- Transition services - \$110
- Hearing services – Vendor Rates
- Vision services – Vendor Rates

Assistive Technology LEA Preference Page for:



Please review the options below that could be utilized with students from your district that attend The Vista School. Select the option that best meets your district's needs. Vista will then internally ensure that we are following the selected option for your district when navigating the repair and/or replacement of any applicable assistive technology devices.

_____ Option 1: LEA approves of Vista being the entity that will order the assistive technology and related materials (apps, cases, straps, etc.) needed for the student (as described by the IEP team) as well as lead and process all required repairs and replacements. Vista will bill the cost back to the LEA. Vista will ensure LEA approval prior to making any purchases or processing any repairs. Vista will return all possible technology and related materials to the district should the student move out of the district, graduate, or no longer require the items. (Note that apps purchased by Vista under a Vista Apple ID cannot be transferred, and Vista would retain ownership.)

☐ LEA grants pre-approval for repairs that do not exceed \$150. (Vista will notify LEA that repair is occurring for record-keeping, but will not delay repair so as to get device back into student's hands as quickly as possible.)

✓ _____ Option 2: LEA will lead the purchasing of all assistive technology and related materials (apps, cases, straps, etc.) needed for the student (as described by the IEP team) as well as lead and process all required repairs and replacements. This will require the LEA obtaining the device from The Vista School for any repairs or updates to apps, etc. and then returning the device upon completion in a timely manner. It would also require the LEA purchasing necessary devices, equipment, loading of initial app, etc. and getting the technology to Vista for the student in need.

LEA IT Contact(s): (Vista's IT staff will communicate with these people for any technology related needs, such as passwords/passcodes, app questions, setup information, etc.)

Name	Title	Phone#	Email Address
Krystal Palmer	Chief of Student Services	(717) 703-1295	kpalmer@hbgsd.us

