

# ATTACHMENT #8 - May 21, 2024

## ALTERNATIVE EDUCATION FOR DISRUPTIVE YOUTH

### ACT 48 Program Agreement for Services

Official public school name: **WARWICK SCHOOL DISTRICT**

Official approved private provider name: **RIVER ROCK ACADEMY LLC**

**AND NOW**, this 9<sup>th</sup> day of May 2024, RIVER ROCK ACADEMY LLC with a principal place of operations located at **2124 Ambassador Circle, Lancaster, PA 17603**, and the WARWICK SCHOOL DISTRICT enter into this Act 48 Program Placement Agreement as follows:

**WHEREAS**, RIVER ROCK ACADEMY LLC primary operations is an approved independent contractor for the delivery of alternative education services for disruptive youth and has been since **2005**.

**WHEREAS**, WARWICK SCHOOL DISTRICT and, RIVER ROCK ACADEMY LLC have entered into a contractual arrangement, as further described herein, wherein WARWICK SCHOOL DISTRICT will have certain placement rights regarding “disruptive youth”, as defined in the Act that WARWICK SCHOOL DISTRICT desires to place their students into the RIVER ROCK ACADEMY LLC’S program for educational and counseling services.

**NOW THEREFORE**, in accordance with the aforesaid recitals, RIVER ROCK ACADEMY LLC and WARWICK SCHOOL DISTRICT, intending to be legally bound, 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 **2024 2025** school year.
  - b. **“PROGRAM”**. For purposes of this Agreement, “Program” shall be defined as the, RIVER ROCK ACADEMY LLC Act 48 program;
  - c. **“PUBLIC SCHOOL”**. For purposes of this Agreement, “PUBLIC SCHOOL” shall collectively be defined as all schools of the WARWICK SCHOOL DISTRICT, acting by and through their authorized employees, agents and representatives; and
  - d. **“STUDENT”**. For purposes of this Agreement, “Student” shall be defined as a male or female in middle school, high school, or an area-vocational school

at WARWICK SCHOOL DISTRICT who has been officially enrolled and designated as a “disruptive youth” in accordance with the Act.

2. **MATRICULATION RIGHTS**: WARWICK SCHOOL DISTRICT shall have the right to matriculate students into the RIVER ROCK ACADEMY LLC program, under the following terms and conditions:
  - a. WARWICK SCHOOL DISTRICT shall certify to RIVER ROCK ACADEMY LLC that the student is “disruptive” as defined in the Act and provide all pertinent information to RIVER ROCK ACADEMY LLC regarding said student;
3. **COST/PAYMENT**: WARWICK SCHOOL DISTRICT shall compensate RIVER ROCK ACADEMY LLC for the program services rendered to students as agreed or set below:

Reserved student slots at a reduced per diem cost as indicated in the “Contract for Reservation of Student Slots” which includes Behavior Management, Therapeutic, and Educational services. Transportation will be provided by the WARWICK SCHOOL DISTRICT. RIVER ROCK ACADEMY will invoice the WARWICK SCHOOL DISTRICT on a monthly basis.

4. **DURATION**: School Year 2024 2025
5. **COMPLIANCE – PDE GUIDELINES**: During the entire term of this Agreement, RIVER ROCK ACADEMY LLC and WARWICK SCHOOL DISTRICT warrant to each other that they shall both be and remain in compliance with Act 30, Act 48, 2015 2017 Guidelines regarding Private Alternative Education Institutions 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 Act 48 Program referenced herein. In addition, the following specific warranties and assurances apply:

**I. FACILITIES/ENVIRONMENT HEALTH AND SAFETY:**

- a. RIVER ROCK ACADEMY LLC warrants that its educational facility 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 Cumberland County, and that said facility has been approved by the Licensing and Inspection Bureau of Cumberland 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. RIVER ROCK ACADEMY LLC shall provide to WARWICK SCHOOL DISTRICT upon written request, any original licenses for review.

c. RIVER ROCK ACADEMY LLC warrants that its educational facility currently complies with all physical welfare and safety statutes, regulations, ordinances or mandates prescribed or issued by the Department of Environmental Protection and any applicable local 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. RIVER ROCK ACADEMY LLC 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 24 P.S. 7-736 and 7-737, 7-738, 7-739, and 7-740.

e. RIVER ROCK ACADEMY LLC has written procedures on file for student and parental/guardian concerns and that complaints are referred to the public school immediately.

## **II. SCHOOL FOOD SERVICE:**

RIVER ROCK ACADEMY LLC shall NOT provide any food service and the requirements of Appendix 3 of the 2015 2017 Guidelines regarding Private Alternative Education Institutions set forth on page 36, items 21-2c do not apply.

## **III. STAFFING:**

a. RIVER ROCK ACADEMY LLC warrants that all members of its staff are of good moral character and are at least 18 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. RIVER ROCK ACADEMY LLC warrants that all employees and members of its staff are citizens of the United States of America.

c. RIVER ROCK ACADEMY LLC warrants that all employees and members of its staff have applied for and received all applicable and appropriate background information, including 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

#### **IV. STUDENT ATTENDANCE:**

a. RIVER ROCK ACADEMY LLC warrants that it shall maintain records of student attendance in accordance with Appendix 3 of the 2015 2017 Guidelines regarding Private Alternative Educational Institutions as set forth on page thirty six (36), items number 4a, 4b and 4c and the pupil attendance provisions under Chapter 11 of the State Board of Educational Regulations. The specific method for maintaining attendance records shall be by daily physical check of each student through the RIVER ROCK ACADEMY LLC administrative and teaching staff, documentation of said daily physical check in a written attendance log, kept on file at RIVER ROCK ACADEMY LLC, with daily contact to each parent or guardian of said student if said student is not present when school is in session.

#### **V. STUDENT AND PROGRAM RECORDS:**

a. RIVER ROCK ACADEMY LLC warrants that during the entire term of this Agreement, WARWICK SCHOOL DISTRICT shall receive a written progress report for each WARWICK SCHOOL DISTRICT'S student matriculated into RIVER ROCK ACADEMY LLC in accordance with Appendix 3 of the 2015 2017 Guidelines regarding Private Alternative Educational Institutions. 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.

b. RIVER ROCK ACADEMY LLC and WARWICK SCHOOL DISTRICT their agents and employees 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.

#### **VI. TRANSPORTATION:**

a. WARWICK SCHOOL DISTRICT will be responsible for transportation of said students to RIVER ROCK ACADEMY LLC'S program in accordance with 24 P.s. 13-1361 and 67 Pa. Code Chapter 171.

#### **VII. REQUIREMENTS UNDER SAFE SCHOOLS:**

a. RIVER ROCK ACADEMY LLC warrants that its Act 48 program complies with all provisions of Article XIII-A of the School Code as follows:

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 RIVER ROCK ACADEMY LLC administrative staff immediately, the student's parents and/or guardians shall be immediately notified and consulted, appropriate disciplinary action shall be taken by RIVER ROCK ACADEMY LLC administrative staff, and a written report shall be completed by RIVER ROCK ACADEMY LLC. Administrative staff shall set forth 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.

All new incidents involving acts of violence, possession of a weapon and convictions or adjudication of delinquency for acts committed at the RIVER ROCK ACADEMY LLC educational facility, shall be processed handled in compliance with 24 P.S. 13-1307-A (Appendix 3 of the 2015 2017 Guidelines regarding Private Alternative Educational Institutions; Page 37, item 7).

RIVER ROCK ACADEMY LLC shall follow the Violence Policy with regard to all arrangements with local law enforcement when an incident involving an act of violence occurs, at or near the RIVER ROCK ACADEMY LLC educational facility.

### **VIII. SCHOOL HEALTH SERVICES**

RIVER ROCK ACADEMY LLC warrants that it complies with Article 14 of the School Code and compliance with said statutes, ordinances and regulations shall be effectuated by means of providing a licensed and registered school nurse at the RIVER ROCK ACADEMY LLC educational facility.

Student Health Services will be provided jointly by the WARWICK SCHOOL DISTRICT and RIVER ROCK ACADEMY LLC. RIVER ROCK ACADEMY LLC employs a Licensed Practical 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 WARWICK SCHOOL DISTRICT by the date of admission. RIVER ROCK ACADEMY LLC will monitor for compliance and work jointly with the public school to maintain records under Article 14 of the School Code. Additional health services as required by the PA School Code will be jointly shared.

### **IX. ACADEMIC STANDARDS AND ASSESSMENTS:**

RIVER ROCK ACADEMY LLC 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 that were adopted by the State Board of Education and published in the Pennsylvania Bulletin on January 16, 1999.

WARWICK SCHOOL DISTRICT and RIVER ROCK ACADEMY LLC will work cooperatively to ensure that all students required to take the PSSA (Pennsylvania State Standards Assessment) test will be given the test according to state regulations. WARWICK SCHOOL DISTRICT remains responsible to report the scores of the PSSA testing to the appropriate authority.

#### **X. SPECIAL EDUCATION SERVICES AND PROGRAMS:**

RIVER ROCK ACADEMY LLC and the WARWICK SCHOOL DISTRICT 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(c)); (b.) the student's I.E.P. will be updated to reflect the decision to enroll the student in the program. The referring district will also update the Evaluation Report prior to admission (34 CFR 300.343); (c.) Any services that are not provided by RIVER ROCK ACADEMY LLC or cannot be provided by RIVER ROCK ACADEMY LLC during the period of enrollment will be the responsibility of WARWICK SCHOOL DISTRICT 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 I.D.E.A. "Child Find" provisions and related reporting (34 CFR 300.125), RIVER ROCK ACADEMY LLC will forward a copy of the Evaluation Report to the referring public school. 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, RIVER ROCK ACADEMY LLC will insure that the student's I.E.P. is updated by the referring district prior to enrollment and once the I.E.P. is received, Both parties will insure that all provisions of the I.E.P. 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 will monitor special education provisions, and ongoing communication with the student, parents/guardians, relevant teaching staff and administration. RIVER ROCK ACADEMY LLC agrees to update the student I.E.P. annually via a conference with student, parents/guardians,

and a designated referring special education representative in accordance with applicable law.

**XI. IDENTIFICATION OF ELIGIBLE STUDENTS:**

In accordance with Appendix 3 of the 2015 2017 Guidelines regarding Private Alternative Educational Institutions, specifically the provisions set forth in 24 P.S. Section 1901-C (5) WARWICK SCHOOL DISTRICT shall set forth its internal policies to identify those WARWICK SCHOOL DISTRICT students who are eligible for the RIVER ROCK ACADEMY LLC Act 48 Program, and said internal policies shall comply with the informal hearing procedures set forth in 22 Pa. Code 12.8(c).

**XII. PERIODIC REVIEW OF STUDENTS:**

WARWICK SCHOOL DISTRICT and RIVER ROCK ACADEMY LLC shall together ensure that a review committee reviews each student for return to the regular classroom, at a minimum, at the end of every semester.

**XIII. ANNUAL REPORT**

RIVER ROCK ACADEMY LLC shall submit timely an End-of-Year Report for Private Alternative Education Institutions to the Department of Education on an annual basis.

**EXEMPTION FROM STATUTORY REQUIREMENTS:**

RIVER ROCK ACADEMY LLC warrants that it complies with those statutory requirements identified in 24 P.S. 1902-E (3) and all additional statutory provisions, regulations, ordinances or legal mandates regarding RIVER ROCK ACADEMY LLC operations as a private high school or Act 48 Alternative Educational Services Provider (Appendix 3 of the 2015 2017 Guidelines regarding Private Alternative Educational Institutions; Page 39.

**CHALLENGES:** RIVER ROCK ACADEMY LLC confirms and agrees that it shall be fully liable for any and all damages and costs of any kind resulting from a legal challenge(s) regarding the RIVER ROCK ACADEMY LLC Act 48 Program and/or the actions of RIVER ROCK ACADEMY LLC as the Private Alternative Education Institution.

The RIVER ROCK ACADEMY LLC and its Board of School Directors shall not be liable for any activity or operation related to the approved private provider.

**HOLD HARMLESS/INDEMNIFICATION:** RIVER ROCK ACADEMY LLC and WARWICK SCHOOL DISTRICT agree to hold each other harmless and indemnify



each other from all claims, causes of actions, or litigation, including expenses, costs and attorneys fees, said indemnification including without limitation the RIVER ROCK ACADEMY LLC Board of Directors, Officers, Shareholders and WARWICK SCHOOL DISTRICT Administrators, Board Members, as follows: (a.) To the extent that any claim is asserted regarding the compliance or failure to comply with the I.D.E.A. or other applicable Special Education requirement, or to the extent that the WARWICK SCHOOL DISTRICT fails to fulfill any term, covenant or condition of this Agreement, WARWICK SCHOOL DISTRICT agrees to hold RIVER ROCK ACADEMY LLC 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 RIVER ROCK ACADEMY LLC failure to comply with applicable State statutes or regulations and fails to fulfill any term, covenant or condition of this Agreement, causing WARWICK SCHOOL DISTRICT to be a Defendant in litigation by a third party, RIVER ROCK ACADEMY LLC agrees to hold WARWICK SCHOOL DISTRICT harmless and indemnify WARWICK SCHOOL DISTRICT including costs and attorney fees.

**INSURANCE:** RIVER ROCK ACADEMY LLC will carry liability insurance for its employees and the program. A Class "A+" Liability Insurance Policy carrying an Aggregate Limit of \$3,000,000.00 and \$2,000,000.00 limit per occurrence will be purchased. The term for this policy runs yearly from April 19<sup>th</sup> to April 19<sup>th</sup> of the following year. A copy of the liability coverage is available to the District upon request and is on file in the administration office at [2124 Ambassador Circle Lancaster, PA 17603](#).

**INSOLVENCY OF PUBLIC SCHOOL:** If WARWICK SCHOOL DISTRICT 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 RIVER ROCK ACADEMY LLC and all payments required hereunder for the remaining Term shall be accelerated and become automatically due and payable to RIVER ROCK ACADEMY LLC within ten (10) days. If said payment is not received, all WARWICK SCHOOL DISTRICT students and related records shall not be entitled to continue to be matriculated at RIVER ROCK ACADEMY LLC and said records shall be forwarded by RIVER ROCK ACADEMY LLC. If said payment is received, the matriculated WARWICK SCHOOL DISTRICT students shall be entitled to remain for the remainder of the applicable Term.

**TERMINATION - PUBLIC SCHOOL:** RIVER ROCK ACADEMY LLC agrees that the WARWICK SCHOOL DISTRICT retains the right to terminate or not to renew this Agreement, after written notice of default and a thirty -day opportunity to cure said default by RIVER ROCK ACADEMY LLC.



**TERMINATION – APPROVED PRIVATE PROVIDER**

RIVER ROCK ACADEMY LLC retains the right to terminate or not to renew this Agreement, after written notice of default and a thirty- day opportunity to cure said default by WARWICK SCHOOL DISTRICT for any of the following reasons:

- a. One or more material violations of this Agreement;
- b. Failure to timely comply with RIVER ROCK ACADEMY LLC requests for information regarding any matriculated students, or failure to cooperate with RIVER ROCK ACADEMY LLC staff regarding matriculation procedures set forth herein;
- c. Failure to make any payment required hereunder or pay any RIVER ROCK ACADEMY LLC invoice when due;
- d. Violations of any provision in Act 48 of the Pennsylvania School Code;
- e. Violations of any provisions of state or federal law from which WARWICK SCHOOL DISTRICT has not been exempted; WARWICK SCHOOL DISTRICT or their Board of School Directors has been indicted for and convicted of fraud;

**COMPLIANCE - STATE REGULATIONS:** RIVER ROCK ACADEMY LLC agrees that as a Private Alternative Education Institution it must comply with all of the statutory requirements identified in 24 P.S. 1902-E (3). WARWICK SCHOOL DISTRICT agrees that it shall comply with all applicable Special Education requirements in accordance with State and Federal Law.

**ASSIGNMENT:** RIVER ROCK ACADEMY LLC agrees that this Agreement may not be assigned or transferred by RIVER ROCK ACADEMY LLC except to a successor in interest to all or substantially all of the assets or equity interests in RIVER ROCK ACADEMY LLC and that this Agreement shall be binding upon and inure to the benefit of the successors and assigns of RIVER ROCK ACADEMY LLC and the WARWICK SCHOOL DISTRICT.

**COMPLIANCE:** RIVER ROCK ACADEMY LLC agrees that this Agreement is subject to all applicable Federal, State and local laws and regulations, policies and procedures of the Commonwealth of Pennsylvania, Department of Education and the Federal Government.

**SEPARABILITY:** RIVER ROCK ACADEMY LLC 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.

**JURISDICTION AND VENUE:** Lancaster County, Pennsylvania This agreement has been made in the Commonwealth of Pennsylvania and shall be interpreted and enforced under the laws of the Commonwealth of Pennsylvania. Both parties agree that the Court of Common Pleas of Lancaster shall be the appropriate venue for any dispute involving this agreement.

**MISCELLANEOUS.** This Agreement may be executed in counterpart. 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 addresses set forth below:

RIVER ROCK ACADEMY LLC  
2124 Ambassador Circle  
Lancaster, PA 17603

**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 RIVER ROCK ACADEMY LLC 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 RIVER ROCK ACADEMY LLC shall be construed, respectively, to be a waiver of RIVER ROCK ACADEMY LLC rights or to represent any agreement by RIVER ROCK ACADEMY LLC to undertake or perform such act or matter thereafter.

**NONDISCRIMINATION.** RIVER ROCK ACADEMY LLC 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, need for special education services, subject to RIVER ROCK ACADEMY LLC right to receive waivers from the same or RIVER ROCK ACADEMY LLC rights of noncompliance as set forth in Act 48 or other legal standard.

\_\_\_\_\_  
Chief School Officer of WARWICK  
SCHOOL DISTRICT

\_\_\_\_\_  
Date

*Christina Spielbauer*  
\_\_\_\_\_  
Christina Spielbauer, Sr. Vice President  
River Rock Academy LLC

\_\_\_\_\_  
05/09/2024  
Date