



SITE-BASED ACADEMIC SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made this **3rd day of December 2025** by and between Wesley Family Services ("WFS") with corporate offices at 615 Alpha Drive, Pittsburgh, PA 15238 and the Crawford Central School District ("School District") office at 11280 Mercer Pike Meadville, PA 16335.

WHEREAS, WFS operates the following site-based education services and academic programs:

- (a) **Wesley K-8 School and Wesley High School:**
Private Academic Schools for students in need of academic, social and therapeutic support provided in a small, structured learning environment which may or may not include mental health services.
 - **A limited number of Approved Private School seats are available at both sites for students in grades 1-12 with Serious Emotional Disturbance and/or Autism requiring longer-term programming.**
- (b) **Wesley Bridge Program:**
A Community-Based Instruction Program for students ages 16-21 whose transition needs are beyond those provided in the traditional classroom setting.
- (c) **Wesley Primary School (KSR) - Monroeville**
Private Academic School for students in grades K-3 designed to increase academic school readiness (K), emotional regulation skills, academic, social and therapeutic support to enable children to learn successfully in their regular school setting.
- (d) **Wesley Education Center- Grove City**
Private Academic School for students in grades K-3 designed to increase academic school readiness (K), emotional regulation skills, academic, social and therapeutic support to enable children to learn successfully in their regular school setting.

WHEREAS, the School District desires to contract with WFS for the site-based education services described herein.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained and intending to be legally bound hereby, the parties agree as follows:

1. **Services of Wesley Family Services.** Subject to adequate space in the desired WFS education program being available and subject further to all placements being deemed appropriate from both an educational and mental health necessity standpoint, WFS shall provide the services of its education programs to individual students of School District.

The services of the WFS site-based academic programs shall include educational programs as well as therapeutic services integrated into a structured education/therapeutic environment. WFS requires Act 151 and 34 clearances of all employees and Act 114 clearances of all new hires after April 1, 2007. For each student to be placed in a WFS program by School District, School District shall complete the appropriate Enrollment Agreement, attached hereto as Appendices A, B, C, D, a signed copy of which must be received by WFS prior to the student's first day at WFS.

2. Compensation. In exchange for the services provided by WFS pursuant to this Agreement, School District shall pay WFS compensation per student as set forth on the attached Appendix D which is incorporated herein by reference as though fully set forth. Annually, WFS may adjust the fees set forth in Appendices by providing written notice of such adjustment no later than August 15th of the year in which the adjustment shall become effective. The effective date of said adjustment shall be August 15th. On an annual/monthly basis as set forth in Individual Enrollment Agreement, WFS shall issue to School District an invoice detailing the amount due for the semester/month. Payment shall be due no later than thirty (30) days from the date of the invoice. School District acknowledges and agrees that it is solely responsible for the cost of the School District's students' enrollment in WFS site-based academic programs and WFS shall be under no obligation to seek payment or reimbursement from any other party including, but not limited to, the parents or guardians of the student.
3. Transportation Costs. School District shall be responsible for transporting students to and from the WFS site-based academic program location and WFS assumes no legal or financial liability associated with such transportation.
4. School District Cooperation. School District shall assist WFS as reasonably necessary regarding the placement of School District students in the WFS site-based academic programs by providing timely and accurate information regarding the students' education background and by assisting in the transition of the student as necessary.
5. Change of Placement. For students with an Individualized Education Program (IEP), change of placement decisions will be made by the IEP team. WFS staff members will provide information and data to help make change of placement decisions. For students without an IEP, change of placement decisions may be made by the School District, Parents, or WFS staff members.
6. Communications. For purposes of any communication regarding (a) compliance with this Agreement; (b) changes or amendments proposed hereto; (c) expansion or other changes in the services provided hereunder; or (d) any material question, issue, misunderstanding, dissatisfaction or the like arising under or connected with this Agreement, such communication shall be directed to the Director of the relevant WFS program or, alternatively, to the WFS Director of Education and to Local Education Agency (LEA) representative at School District. The parties shall use reasonable best efforts to ensure that the flow of communication between the parties and their employees

and agents is optimized for the performance of the duties hereunder. All such communications shall be made in a collegial and professional manner.

7. Term. This Agreement shall be for a term commencing on July 1, 2025, and continuing through June 30, 2028, unless earlier terminated pursuant to the terms and conditions contained herein.
8. Termination for Breach. Upon the breach of this Agreement by a party, the non-breaching party may, in its sole discretion, provide written notice of the breach and if said breach remains uncured thirty (30) days after receipt of the notice by the breaching party, the non-breaching party may terminate this Agreement.
9. Non-Waiver of Breach. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
10. Compliance with Applicable Law. WFS, and all agents, employees, and subcontractors of WFS, shall observe and comply with all applicable federal and state laws and regulations including, without limitation, the provisions of IDEA, relevant portions of the Pennsylvania Public School Code, FERPA, HIPAA, Pennsylvania Mental Health Procedures Act and all other applicable laws, rules, regulations and requirements of any and all governmental bodies having jurisdiction over services to be rendered by WFS.

School District, and all agents, employees, and subcontractors of the School District, shall observe and comply with all applicable federal and state laws and regulations including, without limitation, the provisions of IDEA, the Pennsylvania Public School Code, FERPA, HIPAA, Pennsylvania Mental Health Procedures Act and all applicable laws, rules, regulations and requirements of any and all governmental bodies having jurisdiction over the School District.

Pursuant to Federal regulations promulgated under the authority of the Health Insurance Portability and Accountability Act of 1996, Standards for Privacy of Individually Identifiable Health Information, 42 C.F.R., Parts 160 and 164, Contractor understands and agrees that it and its Personnel will not use confidential client health information, which shall at all times include any and all forms of health care treatment, or billing information, including but not limited to client identity (hereinafter referred to as "Protected Health Information"), except as permitted by the regulations on Health Insurance Portability and Accountability Requirements. WFS agrees that it will report any Breach, as defined by HIPAA/the Health Information Technology for Economic and Clinical Health Act (HITECH), of such Protected Health Information, to School District as soon as possible, but in no event more than three (3) business days after the Breach is discovered, as defined by HIPAA/HITECH.

WFS will take reasonable measures to maintain the privacy, confidentiality and security of all personally identifiable information regarding the School District's students to

whom services are provided pursuant to this Agreement. As to such information, WFS agrees to abide by the Family Educational Rights and Privacy Act (FERPA) and applicable regulations. The School District hereby designates WFS as a school official with legitimate educational interest in the educational records of the students to whom WFS provides services to the extent that the generation of and/or access to educational records are required by WFS for provision of the services. WFS may not use students' personally identifiable information except as necessary for the performance of services pursuant to this Agreement.

11. Liability. The parties agree to indemnify and hold harmless the other party (the "Indemnified Party") and the other parties' officers, directors, employees and agents from and against all claims, damages, losses, costs, causes of action, expenses (including reasonable attorney's fees) and liabilities arising out of or as a result of any negligence, misconduct or omission of indemnifying party or its employees or agents. School District's indemnification obligation hereunder is subject to and limited by any immunities and/or limitations of liability provided by applicable law, including, but not limited to, the Political Subdivision Tort Claims Act. School District shall not be obligated to provide indemnification for any claim from which it is otherwise immune under applicable law or for any damages beyond any limitation of damages established by applicable law.
12. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
13. Governing Law. This Agreement shall be governed by, and construed under, the laws of the Commonwealth of Pennsylvania without giving effect to any conflict of law principles that would cause the application of the laws of any other jurisdiction to apply.
14. Amendment. This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.
15. Authority to Contract. The parties represent and warrant to each other that they have the requisite power and authority to execute and enter into this Agreement and to perform hereunder and that all necessary actions and approvals (including, without limitation, approval of School District's school board, if necessary) have been duly obtained.
16. Construction. The parties acknowledge and agree that this Agreement is the product of their mutual negotiation and neither this Agreement nor any provision hereof shall be interpreted or construed against a party as its maker or drafter.
17. Force Majeure. In the event either party is delayed or prevented from the performance of any act required hereunder by reason of acts of God, natural disaster, fire, strike, weather,

acts of terrorism, or labor strife or strikes, such performance shall be excused for the period of such delay.

18. No Third-Party Rights. Nothing in this Agreement shall be interpreted or construed as creating or giving rise to any rights in any third party other than the parties hereto.
19. Entire Agreement. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreement between the parties.
20. Independent Contractor. It is understood by the parties that WFS is an independent contractor with respect to the School District and that an individual providing services under this Agreement is not an employee of the School District. The School District will not provide fringe benefits, including health insurance benefits, paid vacation or any other employee benefit to said individual.
21. Insurance. WFS shall maintain workers' compensation coverage as required by state law covering each of its employees providing services under this Agreement. WFS shall also maintain Commercial General Liability Coverage for Bodily Injury and Property Damage and Professional Liability Insurance, as appropriate, with a minimum combined single limit of One Million Dollars (\$1,000,000) for each occurrence, covering the activities of WFS and its employees and agents under this Agreement. Upon request, WFS shall furnish a copy of a certificate evidencing such policies to the School District.
22. Binding Effect; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and the successors and assigns of the Parties (including without limitation any person or entity which may be the successor or which may acquire all or substantially all of assets and business of a Party, or with or into which a Party may be merged or consolidated); provided, that WFS shall not assign its obligations hereunder.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date above first written.

Crawford Center School District

Date: _____

By: _____

Name: _____

Title: _____

Wesley Family Services

Date: _____

By: _____

Name: Amy Townsend

Title: Director of Education

APPENDIX A

INDIVIDUAL STUDENT ENROLLMENT AGREEMENT

The Individual Student Enrollment Agreement is an addendum to and is hereby made part of the Site-Based Academic Services Agreement dated **August 1, 2025** between Wesley Family Schools and **«SDFINANCIAL» School District**.

The school district agrees to enroll «FirstName» «LastName» in Wesley Education Center, a program of Wesley Family Services for the Academic Year 2025-2026.

Enrollment Date:

Tuition for 2025-26 Academic Year:

Monthly: \$4800.00

Refund Policy:

If a student withdraws or is dismissed during the first 10 days of the month, the monthly tuition shall be adjusted to a day rate of the total enrolled days. If a student withdraws or is dismissed after the 10th day of the month, no credit or refund will be issued. The party or parties contracting with the Wesley Family Services will be responsible for any portion of the tuition remaining unpaid at the time of withdrawal or dismissal, less any credit due.

Matriculation Fee:

A one- time Matriculation Fee of \$200.00 is charged for new students. This amount is in addition to the annual tuition fee and is non-refundable.

I understand and agree that the School District is responsible for all tuition costs and any related fees as stipulated for the current Academic Year.

(Date)

(Signature of District Representative)

(Please print name signed above)

(School District)

(Telephone Number)

(Date Contract Received by WFS)

(Signature of WFS Education Director)

APPENDIX D

Wesley Family Schools

Private Education (Non-APS) Tuition Rates

2025-26 School Year

	<u>Full Time</u>	<u>Part Time</u>	<u>Daily Rate</u>
Semester	\$19,080	\$9540	\$212
Monthly	\$4240	\$2120	\$212
Monthly Kindergarten (K-8, Monroeville)	\$4500	\$2250	\$225
Monthly Wesley Education Center- Grove City	\$4,800	\$2,400	\$240
Monthly 30-Day	\$4000	\$2000	\$200
45 Day Placement	\$8500		\$188.88
One-to-One Services (per Semester)	\$19,080	\$9540	\$212
Matriculation Fee	\$200	\$200	
Acute Education (per day)	\$120		

Private Education Partial Hospital Program tuition will be billed monthly

Private Education Non-Partial Hospital Program tuition will be billed by semester.

Approved Private School rate for 2025-2026:

Full year tuition: **\$61,444.01** (*District responsible for 40%*)

Day rate: **\$341.36**

