

**CHESTER UPLAND SCHOOL DISTRICT**



**Chester, PA**

**REQUEST FOR PROPOSAL FOR ALTERNATIVE EDUCATION FOR DISRUPTIVE YOUTH FOR GRADES 7-12  
AND CREDIT RECOVERY FOR GRADES 9-12**

**Issued on: March 6, 2024  
RFP 2403**

No pre-bid conference required for this solicitation

Proposal Deadline: April 3, 2024 at 12:00 p.m.

## **Section 1: Invitation**

The Chester Upland School District (CUSD) invites qualified and experienced educational service providers to submit proposals for alternative education programs targeting disruptive youth and accelerated learning/credit recovery initiatives. There are two Alternative Education Programs to be offered in the district:

### **1.) Alternative Education For Disruptive Youth For Grades 7-12**

Per state requirements:

“The education of a student in an AEDY program must include at least twenty hours of instruction per week in the required core subjects of math, English language arts, science, social studies, and health or life skills. Additionally, programs must offer at least one elective and must implement an evidence-based program within a multi-tiered support system focusing on positive behavior interventions such as School Wide Positive Behavioral Interventions and Supports (SWPBIS). Such programs shall be data-driven and include non-exclusionary universal supports, targeted supports and intensive supports with routine progress monitoring. AEDY programs must also provide a minimum of 2.5 hours of counseling a week that is aimed at modifying the disruptive behavior that led to the student placement”

The successful contractor must be able to provide for students with disabilities by ensuring there are an appropriate number of special education and English as Second Language teachers on staff.

### **2.) Credit Recovery for Grades 9 - 12**

Credit recovery is the process of making up missed credits for students who are over-aged and under-credited to earn a high school diploma.

The successful contractor shall not be responsible for transporting students to and from the facilities or providing food, nor shall the contractor be responsible for utilities, trash and recycling, or janitorial services. Through separate lease agreements, CUSD shall lease the facilities to Contractor for a duration commensurate with the contract for the Alternative Education Program. Cost proposals should take into account potential rent due to CUSD based on Fair-Market Value.

## **Key Objectives:**

- Develop and implement alternative education programs specifically designed for disruptive youth to foster a positive learning environment.
- Provide effective accelerated learning solutions to enable students to recover credits efficiently and graduate on time.
- Tailor programs to address the unique challenges faced by students within the Chester Upland School District.
- Implement evidence-based strategies and interventions to enhance student engagement and academic success.

It is the intent of the Chester Upland School District (CUSD) to establish a contract with a vendor to provide educational and social-emotional services to students assigned to an alternative program, including students with behavioral and emotional disabilities, in need of credit recovery, in need of alternative education for disruptive youth (AEDY) or are overage for their grade. CUSD will review such submittals as more fully described herein with the idea of selecting a qualified vendor with whom to negotiate a contract to provide educational services to students in alternative programs during **2024-2025, 2025-2026, and 2026-2027** school years. The chief mission of CUSD is to provide successful learning for all students. The Alternative Education Programs will ensure that high quality, standards-aligned instruction will occur that matches what is being taught in the general education environment, while addressing and supporting the behavioral and emotional needs of the students. This service is provided for students who are experiencing situational and behavioral challenges that prevent them from achieving academic and personal success in their general education program.

The typical Alternative Program School day is 6.5 hours and operates on the 180-day school year, aligned with the CUSD approved calendar. The number of students who are served through the Alternative Education Programs at any given time varies as students enter the program and others are integrated back into their home school. The Alternative Education for School District of Programs are operated in accordance with all Policies and Administrative Regulations approved by the Receiver, acting as the Board of Directors, of the Chester Upland School District, Pennsylvania School Code Article XIX-C, Act 30 OF 1997 Disruptive Student Programs, and Pennsylvania School Code Article XIX-E, Act 48 of 1999 Private Alternative Education Institutions for Disruptive Students.

## **Section 2: RFP Timeline:**

Deadline for Written Inquiries: March 13, 2024 at 2:00 PM EST

Response to Questions: March 20, 2024 by 5:00 PM EST

Proposal Submittal Deadline: April 3, 2024 at 12:00 PM EST

Contractor Presentations: April 10 and 11, 2024

Anticipated Board Approval: April 25, 2024 for RFP Results

## **Section 3: Proposals and Award of Contract**

1. The School District will receive sealed proposals from any Contractor to be in the hands of Ms. Arleen Geathers, Business Manager, Administrative Building, 1350 Edgmont Avenue, Chester, PA 19013 on or before 12:00 p.m. on Wednesday, April 3, 2024, and plainly marked on the envelope **"AEDY and Credit Recovery Proposal No. [2403]"**. The School District reserves the right to extend the date for the submission of sealed proposals.

2. Proposals shall be opened on April 4, 2024, in Chester-Upland's School District Business Office, Administration Building, 1350 Edgmont Avenue, Chester, PA 19013 beginning at 1:00 pm. The School District reserves the right to change the date for the opening of proposals.
3. Contractors who submit proposals by April 3, 2024 12:00 p.m. will be invited to meet with members of the CUSD Executive Team to present key elements of their proposal and to answer clarifying questions that team members may have regarding the proposal.
4. The contract, if awarded, shall go to the Contractor(s) whose proposal is in the best interests of the School District, taking into consideration relevant factors, including but not limited to the following: price, service offerings, completeness and clarity of proposal content, and capability of providing services, experience and references. This RFP does not require that the contract be awarded to the Contractor with the lowest price proposal. The School District, in its sole discretion, reserves the right to award differing amounts to the best qualified contractors, as it determines, based on the evaluation of their proposal.
5. The School District shall have no obligation to any Contractor unless and until formalized in a written contract duly approved by the Board of School Directors at a public meeting and signed by its designee.
6. Proposals should clearly provide a description of the Contractor's capabilities to satisfy the requirements of the request. All proposals become the property of the School District upon submission. However, there will be no disclosure of contents to competing firms, and all proposals will be kept confidential during the selection process.
7. Submission of proposal should be one paper original, one paper copy and an electronic copy of the proposal.

#### **Section 4: Scope of Services**

1. The scope of the various services for which proposals are sought are for: 1.) **Alternative Education for Disruptive Youth** 2.) **Credit Recovery**. Contractors may submit proposals for one or more of the types of services. All proposals shall clearly delineate the scope of each of the types of services proposed and the pricing structure for each type of service, in accordance with the terms of this RFP.
2. The School District recognizes that certain types of services are specifically dependent upon the individual needs of students, which may not be known at this time. However, the School District desires to obtain information about Contractors' programs and services so that it can make informed and knowledgeable decisions about the services available, the structure of available programs, program cost and how those programs might meet the current or future needs of the School District and its students. The School District is interested in procuring proposals from Contractors that are able to meet the following project specifications:

**Project Specifications:**

The successful vendor shall, at a minimum, be required to provide:

- A. Instruction at grade level, by PA certified, highly qualified content teachers, in core academic areas in a highly structured setting, thereby enabling students to progress in their general education curriculum;
- B. All required and elective courses for High School graduation;
- C. Research-based intervention program(s), approved by CUSD, to support reading, writing and mathematics;
- D. Services for diverse learners including English Language Development (ELD) students, students receiving Special Education and students with 504 Plans;
- E. Training in social skills and behavior management as necessary to assist students in developing replacement behaviors that are appropriate for success in a traditional school environment;
- F. Intensive, individualized academic instruction, behavior management system implementation, and/or counseling services, as determined by the student's IEP or behavior plan;
- G. Individualized instruction and classroom management in basic skills (i.e. reading, language arts, and math) via one-on-one or small group instruction using differentiated materials and research - based instructional strategies;
- H. Small group and full group instruction in content area subjects (i.e. social studies, science, arts and physical education) aligned with grade level common core standards
- I. Teacher guided instruction supplemented by technology;
- J. Technology, materials, and resources needed to effectively deliver instruction aligned with the CUSD curriculum;
- K. Services and programming that aligns with school improvement requirements as defined by CUSD and PDE;
- L. Attendance monitoring, intervention, and case management for all enrolled students (i.e. phone calls, home visits, parent conferences);
- M. Work collaborative with CUSD personnel to assist with case management services for students returning to School District of Lancaster buildings;
- N. Transitional services, such as career interest and aptitude assessments, career exploration and awareness courses, community based work-study programs and job search, resume writing and interview skills.
- O. Monthly reports will be submitted to the appropriate District administrator to document student progress:
  - i. Behavioral Data
  - ii. Academic Data
  - iii. Attendance Data
  - iv. Intervention Data
  - v. Teacher Evaluations
  - vi. Walkthroughs

- vii. Rigor Walks
  - viii. Instructional Rounds
- P. Quarterly and end-of-year summary reports to the designated administrator that demonstrates the alternative programs impact on student behavior, attendance, academic achievement and recidivism. Specific elements to be addressed in the summary reports will be provided to the selected provider.
- Q. A system to track student recidivism rates (return to the alternative program)
- R. Ensure that teachers are effective and able to improve instruction by:
  - a. (1) reviewing the quality of all staff and retaining only those who are determined to be effective and have the ability to be successful in the turnaround effort;
  - b. (2) preventing ineffective teachers from transferring to these schools; and
  - c. (3) providing job-embedded, ongoing professional development informed by the teacher evaluation and support systems and tied to teacher and student needs.
- S. Provide strong leadership by:
  - a. (1) reviewing the performance of the current director;
  - b. (2) replacing the principal, in consultation and final approval by CUSD , if such a change is necessary to ensure strong and effective leadership, or demonstrating to the state education agency that the current principal has a track record in improving achievement and has the ability to lead the turnaround effort; and
  - c. (3) providing the principal with operation flexibility in the areas of scheduling, staff, curriculum, and budget.
- T. Establish a school environment that improves school safety and discipline and addresses other nonacademic factors that impact student achievement, such as students' social, emotional, and health needs.
- 3. **The successful vendor shall be responsible for staffing as follows:**
  - A. The vendor will recruit and hire its own staff, provided that each classroom must be staffed by one teacher with a Pennsylvania content certificate commensurate with the grade and subject matter they are instructing and one full-time instructional assistant;
  - B. Instructional assistants will be utilized to support instruction in the classroom;
  - C. The vendor will provide professional development and training to staff and assign a mentor to staff.
  - D. The vendor will align with current district initiatives, including, but not limited to: Positive Behavioral Interventions and Supports (PBIS), restorative practices, multi-tiered systems of support, social and emotional support, crisis prevention intervention (CPI), and trauma-informed care;
  - E. The vendor will support a culture of equity, diversity, and inclusion;
  - F. A principal/director will be assigned to the program and on site full time;
  - G. The vendor's staff shall be required to comply with any local or State law requiring a criminal history review in connection with obtaining any necessary clearance along with fingerprinting;
- 4. The vendor and/or vendor's staff will be required to adhere to any understandings reached under an IEP or pursuant to the Individuals with Disabilities in Education Act (IDEA) and shall

have to adhere to, follow, and/or implement any program or reporting requirement of the Pennsylvania Department of Education; and 10. The vendor will replace any staff member with a substitute staff member upon request of the Superintendent for any legitimate business/educational reason.

5. Interested Contractors are responsible for becoming familiar with: (a) all of the provisions and requirements contained in the RFP; (b) the School District's needs as outlined herein; and (c) all federal, state and local legal requirements governing such services, including, by way of example and not limitation, the School District's policies found on the School District's website ([www.chesteruplandsd.org](http://www.chesteruplandsd.org)).
6. Contractors must agree to provide all services set forth in their submitted proposals. Contractors shall provide, at their sole cost and expense, all personnel, sub-Contractors, facilities, equipment and supplies needed to furnish the proposed services required by the School District, unless otherwise set forth in the proposals or in this RFP. By submitting a proposal, the Contractor agrees to meet these provisions and agrees not to seek any price increase from the School District during the contract term awarded for, by way of example and not limitation, price increases associated with increased personnel or sub-Contractor costs.

## **Section 5: Instructions for Contractors**

Interested Contractors are asked to respond to the following items in the sequence presented:

1. **Qualifications.** Describe the background, experience, certifications and capabilities of the employees and organization to provide the requested services. This includes, but is not limited to, the qualifications to provide the academic, socialization, behavioral, emotional, recreational, personal maintenance, vocational, transition, specially designed instruction and/or other services that may be required by the School District for the specified services in the RFP. Describe how your services comply with and how personnel are provided professional development to applicable state and federal law, including but not limited to, IDEA, Section 504 and Chapters 14, 15 and/or 16 of the State Board of Education regulations.
2. **Scope of Services.** Provide a scope of services for each type of related services being proposed. This should include service delivery model(s), number of students served, ancillary services, supervision and continuing education of staff, communication with District Administration, and expertise areas of staff.
3. **Staff.** Name the principal in the organization who will have direct and continued responsibility for the services provided to the School District. Identify staff roles and work to be assigned to them. Identify certification status of staff and specific experience relative to these types of services. Identify the student to staff ratio.
4. **References.** Contractors should provide at least three references preferably located within Southeastern Pennsylvania. References should include institution name, address, contact name, and telephone number.
5. **Pricing.** Provide pricing proposals for all services described for **one-year, two-year and three-year contractual terms**. The proposal should clearly delineate all daily rates or other pricing, as well as a description and delineation of any other expenses expected to be submitted

to the School District, which are not part of the daily rate and/or other fees. Actual fees will be based on the final negotiated contract. The School District reserves the right to award a contract for one year or multi-years based upon the rates and/or prices submitted in each proposal.

**Prices set forth in proposals must remain firm until June 30, 2024, after which they may be withdrawn at the option of the Contractor.**

6. Capabilities and Viability. Submit evidence of your financial and operational capabilities to meet the requirements and needs of the School District described herein and, in the Agreement, including but not limited to, capability of hiring a sufficient number of qualified employees.

## **Section 6: Selection Criteria**

Each proposal will be independently evaluated on the following criteria:

1. Background: The proposal includes a narrative written in a concise and straightforward manner which demonstrates all elements specified in the RFP.
2. Statement of Work: Proposal shall consist of a narrative that demonstrates the applicant's knowledge of the need to serve students who would benefit from an alternative education program using the points listed above. All proposals must be typed. Supplementary materials, charts, and exhibits may be included in the proposal and clearly identified as appendixes. These appendixes must be referenced in the text of the formal proposal.
3. Experience and Qualification. Depth/breadth in providing services similar to those requested and having obtained favorable outcomes. Describe your organization and its ability to provide quality alternative education programming. Also, include a summary of staff title, job descriptions, qualifications, and responsibilities of key program staff.
4. Case Management for Attendance and Transitional Returns to the High School: Describe how your organization will support students in transition back to their general education program or least restrictive environment of their home school. In addition, describe how you will work collaboratively with CUSD staff to ensure students succeed in their home school, including behavioral strategies you will share with teachers and staff to ensure students are successful once returned to their home school.
5. Cost. Prepare a detailed proposed budget for this RFP outlining the necessary costs to support program operations that are reasonably relative to similar charges elsewhere. Rates and reimbursable expenses for the services. While cost will be a consideration in the award of the contract, the contract will not necessarily be awarded to the Contractor submitting the lowest cost proposal.
6. References. Evaluation of past services as stated by references in the proposal and relevance of past experience as reported in the proposal.
7. Dependability. Ability to meet staffing needs, IEP requirements and other district needs as evidenced by documentation provided through references.
8. Responsiveness. The overall quality of the proposal, timeliness of submission and responsiveness to this Request for Proposal, as well as the ability of the Contractor to meet the needs of the School District.



Criteria	Weight
Background	15%
Knowledge and Experience of Subject Matter	20%
Case Management	20%
References	15%
Pricing/Budget	30%

## Section 7: Terms and Conditions

- Contractors are responsible to (a) become familiar with the Contract Documents and all requirements contained therein; (b) all federal, state and local legal requirements governing this request for proposals; and (c) the contract terms and conditions. By submitting a proposal, the Contractor acknowledges and represents to the School District that: (a) information has been gathered regarding the (i) Contract Documents, and (ii) all federal, state and local legal requirements governing such matters; and (b) no promises, representations or inducements to the Contractor have been made by the School District or anyone one acting for on behalf of the School District other than what is set forth in the Contract Documents.
- If any Contractor desires information pertaining to or clarifying this RFP or the Contract Documents, the Contractor is to contact the person below in writing via email. This shall be the only method to communicate for purposes of obtaining information prior to submission of the proposal.

Dr. Dontae Wilson  
 Director of Pupil Services  
 1350 Edgmont Avenue  
 Chester, PA 19013  
 267-668-3493  
 dwilson@chesteruplands.org

- Contractor's employees or sub-Contractors working with students will be required to provide the School District with a required FBI and Pennsylvania Criminal Background Check, as well as a Pennsylvania Child Abuse Background Check.
- The School District reserves the right to reject any and all proposals, or any parts thereof or items therein, and to waive technicalities as it may deem best to protect the interests of the School District. In addition to the other reasons herein set forth, the School District may reject a

proposal for any legal reason, including but not limited to omissions, alterations of form, conditional or uninvited alternative proposals to the specifications set forth herein, or irregularities of any kind. The existence of this RFP shall not, in any way, obligate the School District to take any action regarding any response submitted.

5. The successful Contractor shall not assign the contract or any rights under the contract to any person, firm or entity without the consent of the School District, which may be withheld by the School District for any reason in its sole and absolute discretion.
6. No term or provision hereof shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by the other, whether express or implied, shall not constitute a consent to, waiver of or excuse for any other different or subsequent breach.
7. If an award is made, the contract will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. It is further represented that any contract that may be entered into has been made in Delaware County, Pennsylvania.
8. The information provided herein, or any other document supplied by the School District, is to be considered strictly confidential and shall be considered proprietary to the School District. This is not to be shared with individuals outside of your organization unless the School District has specifically provided written consent allowing said individuals access to this information.
9. All costs incurred by any Contractor in preparing and providing responses to this RFP are solely the responsibility of the Contractor. The School District is not, and shall not, be liable for any costs incurred by the Contractors.
10. A Contractor's formal response to this RFP shall constitute its official "proposal" regarding the defined opportunity presented within this document.
11. Should a Contractor find conflicts or discrepancies in the proposal documents or should there be uncertainty as to the meaning or intent of any part thereof or should there be conflicts between the proposal documents and any applicable laws or regulations, the Contractor must, not later than four (4) business days prior to the Proposal Due Date, request clarification from the School District. Failure to request clarification constitutes a waiver of any claim by the Contractor for expenses incurred because of a later interpretation of the proposal documents or specifications by the School District. Other questions, inquiries or explanations desired by a prospective Contractor shall be requested in writing from the School District not later than four (4) business days prior to the Proposal Due Date. Oral explanations and instructions will not be binding upon the School District. Only written addenda are binding.

12. Any personnel provided by the Contractor shall be considered to be employees, subcontractors or agents of the Contractor. Under no circumstances will said personnel be considered to be employees or agents of the School District. However, the School District reserves the right to demand the removal and potential replacement of any one or group of individuals provided by the Contractor to service the needs of the School District.
13. If it becomes necessary to revise any part of this RFP, addenda will be provided to all prospective Contractors who received the request for proposal. The Contractor shall acknowledge receipt of all addenda distributed. If the School District determines that a response to inquiries or addenda are required, the Proposal Due Date may be extended by the School District.
14. The School District reserves the right to request an oral presentation prior to the awarding of the contract.
15. The proposal must meet each of the conditions and specifications set forth herein.
16. The Contractor must disclose any prior or current business or personal relationships with any School District employee or member of the Board of School Directors of the School District. If there has been any prior relationship, or if there is a current relationship, the Contractor shall briefly describe when the relationship occurred and briefly describe the nature of the relationship.

**Section 8: Special Terms and Conditions:**

1. Contractor agrees that, in performance of the services required under this Agreement, Contractor has full and sole responsibility for compliance with all applicable laws, statutes, ordinances and regulations. Additionally, Contractor has the sole responsibility for compliance with all other matters in conjunction with the services to be performed hereunder.
2. All Contractor personnel must possess current and appropriate Pennsylvania Department of Education certification and/or Pennsylvania licensure as required to perform the functions of their role. Copies must be submitted to the School District prior to commencement of services. The Contractor and its staff agree to follow all federal and state laws, regulations, standards, and guidelines pertaining to the provision of the services contained in this contract, including but not limited to:
  - a.) Act 212 of 1990;
  - b.) State regulations and standards at 22 PA Code Chapters 14;
  - c.) Part B of the Individuals with Disabilities Education Act-04, including Section 619 of that Act as amended from time to time;
  - d.) Federal regulations at 34 CFR Parts 300 and 301, as amended from time to time; and
  - e.) District Board – Approved Policies, including but not limited to: (i) for the collection, maintenance & dissemination of student records, and (ii) behavior supports and use of restraints.

The Contractor agrees to treat its employees, applicants for employment, independent contractors, or any other persons, as well as the students served, in a non-discriminatory manner, in keeping with applicable state and federal laws (including but not limited to Title VI, Title VII, Title IX, Section 504, Americans with Disabilities Act, Pennsylvania Human Relations Act). No person shall be discriminated against by the business associate because of race, color, religious creed, ancestry, national origin, sex, age, or disability.

3. Prior to performing any service pursuant to this Agreement, each Employee of the Contractor or subcontractor (if applicable) shall:
  - a.) Complete and submit to the Contractor standard "Sexual Misconduct/Abuse Disclosure Release" forms, the same form as developed by the Pennsylvania Department of Education, for each current employer and each past employer where the employee had either direct contact with children or the employer was a school entity. (As used in this subsection, "direct contact with children" shall mean the "possibility of care, supervision, guidance or control of children or routine interaction with children.") The Contractor shall send such completed forms to the identified other employers. Where the Employee or the other employers indicate an affirmative response to any of the questions therein, the Contractor shall not utilize that employee to fulfill the requirements of this Agreement. Where any such other employers do not respond within the allotted 20 days or return an incomplete response, Contractor shall notify the School District and the School District shall have sole discretion whether to permit Contractor to utilize that employee in the performance of this Agreement.
  - b.) Obtain federal and state police reports of criminal history record information ("Criminal History Reports") pursuant to the Pennsylvania Public School Code of 1949, Section 111, as amended. Employees shall obtain Criminal History Reports and provide the same, through Contractor, to the School District together with a completed form PDE-6004 (criminal arrest/conviction self-reporting form). Any costs for such reports will be borne by the Contractor or Employee, but not by the School District. No Criminal History Report older than 1 year at the time of submission shall be accepted. The School District shall evaluate the contents of the various documents in light of the requirements of 24 P.S. §1-111(e) and (f.1) to determine if the Employee may work on site. If the District determines the Employee may not work on site, it shall notify the Contractor of that fact. The Contractor may not, thereafter, utilize that Employee at the School District. If an Employee who was previously permitted to work on-site is thereafter arrested or convicted of any offense identified in 24 P.S. §1-111(e) or (f.1), Contractor must notify the School District of that arrest or conviction through submission of a subsequent PDE-6004 form. If such a new conviction makes the Employee ineligible to work on-site, the Contractor shall not permit such individual to work on-site. Where the District has

some reasonable belief that an Employee of Contractor employees has been arrested or convicted of an offense which should have been reported, the School District may compel the employee to obtain a new set of federal and state police reports at the School District's expense. In addition to any other remedies for default, Contractor's failure to adhere to the requirements of this paragraph shall result in a penalty in the amount of \$100.00 for each day that any one of Contractor's Employees was permitted to work on-site without proper clearance or following a determination that such an Employee is barred.

c.) Obtain a Child Abuse Clearance pursuant to the Child Protective Services Law, 23 Pa. C.S. §6301, et seq., as amended, and provide a copy of the same to the District for review. Any costs for such a clearance will be borne by the Contractor or Employee, but not by the School District. No such Clearance may be submitted more than 1 year after it is issued. To the extent that any Child Abuse Clearance report obtained pursuant to this paragraph indicates that an Employee has been determined to be a perpetrator of a founded report of child abuse committed within 5 years of the clearance report, such an Employee shall be barred from performing services pursuant to this Agreement. Where an Employee is later determined by an appropriate agency to be the perpetrator of a founded or indicated report of child abuse, the Contractor shall notify the School District of that determination immediately, but not longer than 72 hours after the Employee is listed in the Statewide database for such a finding. If the School District has a reasonable belief that any one of Contractor's Employees has been named as a perpetrator in founded or indicated report of child abuse, the School District may require that the Contractor obtain a new Child Abuse Clearance report for that Employee at the School District's expense. In addition to any other remedies for default, Contractor's failure to adhere to the requirements of this paragraph shall result in a penalty in the amount of \$100.00 for each day that any one Contractor's employee was permitted to work on-site when the information provided or required to be provided did or would have resulted in that employee being barred.

4. Ensure that all Employees obtain the requisite training related to child abuse recognition and reporting pursuant to Act 126 of 2012. To that end, the School District shall provide Contractor any relevant District policies for Contractor to incorporate into its training. Contractor shall ensure that during each 5-year period thereafter, each Contractor's Employee shall receive 3 additional hours of training in the statutorily required areas. Contractor shall submit an affidavit to the School District within 60 days of the contract's commencement attesting that each Employee, listed by name and date of completion, has completed the required training. Contractor shall submit within 60 days of the subsequent hire of any additional Employees a supplemental affidavit with similar information.

Contractor shall ensure that each of its Employees will submit to the School District a newly acquired Criminal History Report and Child Abuse Clearance each within 60 months of the date of the last

such Report and Clearance. Any Contractor's Employee whose renewed Clearance or Report is overdue shall be barred from the School District until the District has reviewed and approved the renewed documents. It shall be the Contractor's responsibility to ensure all contractual duties are performed even where particular employees are barred through this Section, and a failure to perform such contractual responsibilities despite the loss of personnel will be considered a breach.

As used in this section:

"Employee" shall include independent contractors of Contractor or sub-contractor, and where the Contractor will perform services without employees or independent contractors, "Employee" should be read to mean the Contractor him- or herself.

"Contractor" shall include Contractors and subcontractors.

5. Contractor agrees to indemnify, protect, defend and save harmless School District, its Directors, officers, agents, workers, servants or employees of and from any and all claims, demands, causes of action, suits, damages, costs, expenses, including reasonable attorney's fees, which may arise directly or indirectly, in whole or in part, from or by any reason of any and all accident, personal injury, loss of life, or property or damage claim of any nature, or any other claim that may be raised by any party, including but not limited to the Chester Upland School District, to the persons or property of any person or individual, including corporations or partnerships, in connection with or arising from the services rendered by Contractor hereunder, excepting those arising from negligent acts or omissions of School District, Directors, officers, agents, servants or employees, other than from entering into the within Agreement.

Contractor hereby further releases the School District, its Directors, officers, agents, workers, servants and employees from any and all manner of liability whatsoever, whether it be in law or in equity, as to any kind and all kinds of damages, which shall include but not be limited to personal injury and damage to personal property, resulting to the Contractor, her agents, servants or employees in the performance of this Agreement.

The School District reserves the right to request the removal of a Contractor staff member from the contract with the Contractor, if the District believes that Contractor staff member is not conforming to appropriate standards of the District.

6. Contractor agrees to carry, for the duration of this Agreement, employers and public liability and property damage insurance and adequate workers' compensation insurance coverage in amounts acceptable to the School District for the duration of this Agreement. All insurance coverages shall be with companies authorized to do business in the Commonwealth of Pennsylvania, and certificates of coverage shall be furnished to the School District prior to the commencement of services to be provided under this Agreement. No such insurance shall be changed or canceled during the period of performance hereof without fifteen (15) days' prior written notice and written consent of the School District. The School District must be named or additional insured on all such insurance coverages to be provided.

7. The School District may terminate the contract in the event of a breach of any material term, condition, covenant, warranty or representation set forth herein by the Applicant that remains uncured thirty (30) days after written notice of such breach. The School District may terminate or cancel the contract at any time for the School District's convenience, and without cause, by providing sixty (60) days advance written notice to the Applicant. If the contract is terminated in accordance with this Paragraph, the School District shall only be required to pay Applicant for services satisfactorily performed prior to the termination. If the School District has paid the Applicant for services not yet provided as of the date of termination, the Applicant shall immediately refund such payment(s). At termination of this Agreement, regardless of the conditions of termination, the Contractor shall leave School District's property under its care in as good condition as it was at the time of acceptance of this Agreement. The determination of such conditions shall be made by the School District.