

EDUCATIONAL SERVICES AGREEMENT

This EDUCATIONAL SERVICES AGREEMENT (the “Agreement”) is made by and between [REDACTED] [REDACTED] (“PARENT”), INDIVIDUALLY AND ON BEHALF OF HER CHILD [REDACTED] [REDACTED] (“STUDENT”) (collectively referred to as “the FAMILY”), and the KIPP PHILADELPHIA CHARTER SCHOOL (“the SCHOOL”).

The PARTIES, intending to be legally bound, and in consideration of the mutual promises presented below, hereby agree as follows:

A. OBLIGATIONS OF THE SCHOOL

1. The SCHOOL shall deposit a total of FIVE THOUSAND FOUR HUNDRED dollars (\$5,400) into an educational expense trust fund (“the Trust”) for the benefit of STUDENT that shall be held by Advocacy Alliance as Trustee. The FAMILY may draw monies from the Trust for the privately obtained legitimate educational expenses as defined below for the benefit of STUDENT from the date of this Agreement through MARCH 1, 2027.

a. The SCHOOL shall fund the Trust within sixty (60) days after the execution of this Agreement.

b. “Legitimate educational expenses” incurred by the FAMILY related to STUDENT’S educational program for which reimbursements may be provided to the FAMILY shall mean (a) expenses incurred, and for which the FAMILY has not received reimbursement through insurance or other third party sources, for educational or special education instruction or remedial tutoring provided by certified teachers or in a licensed school, facilities or programs;

(b) “related services,” as defined in the regulations implementing the Individuals with Disabilities Education Act, provided by appropriately certified or licensed professionals, including but not limited to psychological and psychiatric counseling and therapy; (c) vocational training or education provided by a licensed school or program; (d) planned courses of instruction offered through internet-based educational service providers with special education or other educational accreditation or licensing in the state or county in which the providers are physically located; (e) assistive technology (including the purchase of two computers, tablets or similar devices and accessories in a total amount not to exceed \$4,500), educational software, books and texts, materials, and equipment directly related to the education that STUDENT is then receiving or the programs and services described in this Paragraph; (f) evaluations and assessments conducted by appropriately certified or licensed professionals; (g) after-school programming or programming during times when school is not in session, including, but not limited to, camp programs that support STUDENT’S IEP goals; and (h) attorney’s fees and costs reasonably incurred by the FAMILY to enforce the provisions of this Agreement.

c. The following will not be reimbursable: leisure travel; recreational activities such as, but not limited to, attendance at amusement parks, participation in sports activities, movies and vacations; recreational equipment primarily for the use of participation in sports or recreational activities including gaming all devices and accessories; activities intended for personal enrichment not directly related to a specific educational need; any expenses related to post-secondary education; and services, programs and/or equipment required solely for medical needs.

d. The FAMILY shall be able to receive reimbursement for services obtained prior to MARCH 1, 2027. Any unused funds shall remain with the SCHOOL regardless of whether the total amount has been expended.

e. Reimbursement for privately obtained legitimate educational expenses under this Paragraph is intended to supplement and not supplant any programs and/or services to which STUDENT is or will be entitled to under STUDENT'S IEPs during STUDENT'S eligibility for special education services.

2. The SCHOOL, either directly or through its insurance provider, shall reimburse the FAMILY'S counsel, Daniel Cooper, Esq., reasonable counsel fees in an amount not to exceed TWO THOUSAND THREE HUNDRED dollars (\$2,300) as supported by a detailed, itemized statement of fees claimed. Payment will be made within sixty days of proof of fees incurred, but not before sixty days after the execution of this Agreement.

B. OBLIGATIONS OF THE FAMILY

1. The FAMILY hereby completely remises and forever discharges the SCHOOL and the SCHOOL'S past, present and future directors, elected or otherwise, administrators, employees, attorneys, agents, servants, representatives, insurers, predecessors, successors and assigns ("the School Entities") of and from any claims which the FAMILY, its members, heirs, executors, administrators, successors, representatives and assigns or anyone claiming through, by or on behalf of the FAMILY have from the date STUDENT began to reside in the SCHOOL through THE EXECUTION DATE OF THIS AGREEMENT arising out of, by reason of, in connection with or as a result of any claims relating to the educational placement and program of

STUDENT, including requests for any of the following, but not limited to: educational expenses, tuition, tuition reimbursement, compensatory education, compensatory damages, including any claims for damages pursuant to *W.B. v. Matula*, 67 F.3d 484 (3d Cir. 1995), claims for services under *Veschi v. Northwestern Lehigh School District*, 772 A.2d 469 (Pa. Cmwlth. 2001) and/or *Lower Merion School District v. Doe*, 931 A.2d 640 (Pa. 2007), educational evaluations, extended school year (“ESY”) services, transition services, transportation costs and attorney and witness (expert or otherwise) fees and/or costs incurred by the FAMILY and any claims, including damages, which could have been asserted in any administrative or judicial proceeding arising from or related to, but not limited to, the IDEA and its implementing regulations; Section 504 and its implementing regulations, the American with Disabilities Act, as amended, and its implementing regulations; the Civil Rights Act, as amended; the Civil Rights Attorneys’ Fee Award Act, as amended; the United States Constitution; the Pennsylvania Constitution; the Pennsylvania Public School Code, as amended; the Pennsylvania Human Relations Act, as amended; Chapters 14 and 711 of the Regulations of the Pennsylvania State Board of Education, relating to special education services and programs; Chapter 15 of the Regulations of the Pennsylvania State Board of Education, and Chapter 16 of the Regulations of the Pennsylvania State Board of Education and any and all claims for damages related to any civil cause of action the FAMILY may believe exists against the School Entities, whether known or unknown.

C. ADDITIONAL TERMS

1. The intent of the parties to this Agreement is to extinguish and end any and all possible liability of the SCHOOL ENTITIES to the FAMILY arising out of or in connection

with any claims from the time STUDENT began to reside in the SCHOOL through THE EXECUTION DATE OF THIS AGREEMENT.

2. It is expressly understood that the SCHOOL has not selected, does not endorse, is not contracting with, is not affiliated with and bears no responsibility for any actions of any state licensed and credentialed individuals, and/or licensed facilities providing educational, therapeutic or academic services unilaterally selected by the FAMILY, including actions that may adversely affect or cause injury to STUDENT.

3. Reimbursement for any privately obtained legitimate educational expense under this Agreement shall be contingent upon the FAMILY having supplied paid invoices, cancelled checks, or evidence of the obligation to pay educational expenses to Advocacy Alliance in accordance with the terms of the Trust.

4. It is expressly understood that this document creates no legal obligation between the SCHOOL and any state licensed and credentialed individuals, and/or licensed facilities providing educational, therapeutic or academic services unilaterally selected by the FAMILY.

5. Nothing in this Agreement shall limit the right of the FAMILY or the SCHOOL to raise claims concerning the implementation or enforcement of this Agreement.

6. Nothing in this Agreement shall be construed as an acknowledgment of fault or liability by any party and neither party is deemed to be prevailing.

7. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

8. The FAMILY agrees that they shall maintain the terms of this Agreement and the circumstances and the negotiations leading up to it in the strictest of confidence and divulge them to no one, except their attorneys and accountants, the participants in the negotiations and the individuals who will provide services under this Agreement, or under compulsion of law.

9. This Agreement contains the entire Agreement between the FAMILY and the SCHOOL concerning the subject matter of this Agreement and completely supersedes any prior agreements, discussions or representations concerning the same subject matter.

10. The FAMILY represents that STUDENT'S FATHER and any other legal guardian has had no contact with STUDENT. Furthermore, FAMILY represents that neither STUDENT'S FATHER nor any other legal guardian has ever contested any decisions made by FAMILY on behalf of STUDENT and therefore FAMILY acts with the belief that FAMILY is solely responsible for all legal decisions, including education decision making, for STUDENT and that FAMILY has full authority to act on behalf of STUDENT in matters that benefit STUDENT. FAMILY agrees that if STUDENT'S FATHER or any other legal guardian should challenge the validity of this Agreement, or attempt to assert independent rights, then FAMILY shall cooperate with the DISTRICT in asserting the validity of this Agreement and the rights waived herein. If independent rights are asserted by any other legal guardian and that legal guardian prevails, FAMILY will indemnify the DISTRICT for any amounts that the DISTRICT is ordered to provide and shall reimburse the DISTRICT'S reasonable attorney's fees.

11. The FAMILY warrants that (a) they have received written notification of their rights under state and federal law as parents of a child with disabilities, (b) that they are fully aware of these rights and of the extent to which they are waiving them in this Agreement, (c) that they are fully aware that they are waiving rights on behalf of STUDENT, (d) that they have had the opportunity to consult with counsel concerning their rights and this Agreement, and (e) that they are signing this Agreement, including this waiver of important rights, voluntarily.

IN WITNESS WHEREOF, and intending to be legally bound thereby, we set our hands and seals this _____ day of _____, 2023.

Judith Bas-Rin 02/09/2023

Witness

[REDACTED] 02/09/2023

[REDACTED] individually and on behalf of her
CHILD, [REDACTED] [REDACTED]

Witness

KIPP PHILADELPHIA CHARTER SCHOOL