

**MEMORANDUM OF UNDERSTANDING**

**FOR PROVISION OF TYPE II NON-PUBLIC SPECIAL EDUCATION SERVICES TO  
EDGEWOOD MIDDLE SCHOOL**

**BETWEEN**

**VILLA MARIA SCHOOL ("VMS"),  
A PROGRAM OF VILLA MARIA CONTINUUM ("VMC"),  
ASSOCIATED CATHOLIC CHARITIES, INC.**

**AND**

**HARFORD COUNTY PUBLIC SCHOOLS**

THIS AGREEMENT (the "Agreement") is made and executed as of this 11th day of November 2009 by and between VILLA MARIA SCHOOL ("VMS"), A PROGRAM OF VILLA MARIA CONTINUUM ("VMC"), ASSOCIATED CATHOLIC CHARITIES, INC., a not-for-profit Maryland corporation, located at 2300 Dulaney Valley Road, Timonium, Maryland 21093, and HARFORD COUNTY PUBLIC SCHOOLS ("Contractor"), located at A. A. Roberty Building, 102 S.Hickory Avenue, Bel Air, Maryland 21014.

**RECITALS**

**WHEREAS**, VMC operates various programs and services for children and adolescents;

**WHEREAS**, UMC and Contractor have entered into a Public/Private Partnership Funding Agreement for Fiscal Year 2009/2010 effective as of November 11, 2009 (the "Public/Private Partnership Agreement"); and

**WHEREAS**, Contractor desires to have VMC provide a Maryland State Department of Education (MSDE) approved Type II non-public special education program for nine (9) full-time equivalent (FTE) students at Edgewood Middle School (EMS), a public school in Edgewood, Maryland and a part of the Harford County Public Schools (HCPS) system. The program will be called "Villa Maria at Edgewood Middle School."

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants contained therein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed and covenanted by and between the parties to this Agreement as follows:

1. **Engagement of VMC.** Contractor hereby retains VMC to provide a Maryland State Department of Education approved Type II non-public special education program for nine (9) full-time equivalent (FTE) students at EMS for the balance of the 2009-2010 school year, for the period from November 11, 2009 through August 20, 2010.

2. **Contractor and EMS agree to provide:**

- Maintenance of 9.0 FTE student slots (defined as 1179 “desk days”) per the terms of the separate Public Private Partnership (see #5 below) and in keeping with relevant COMAR regulations regarding teacher – student ratio.
- Agreement that a student is fully enrolled in the Type II program and may be served in a variety of ways including but not limited to: (1) full time in the Type II classroom (except for EMS “specials” classes per an individual student’s schedule), (2) part time in the Type II classroom in combination with being mainstreamed into EMS classes, (3) fully mainstreamed into EMS classes with Type II staff support and/or consultation with EMS instructional staff, and (4) other combinations of service by mutual agreement. All combinations of service would include counseling and psychiatric service per the terms of the student’s IEP and as is clinically indicated.
- All students in the program will be EMS students (current incumbent students who have been in the existing CSP program excepted). EMS will make referrals to the HCPS Office of Special Education. The HCPS Office of Special Education will review, per established IEP and placement protocols, and make referrals to VMS as is indicated.
- A defined process by which consideration may be given for EMS students to be placed in the Type II program on a “trial basis” for up to two weeks, utilizing available “desk days” as defined in this Agreement, if capacity allows.
- A defined process by which consideration may be given for Villa Maria School of Harford County (a Type I program) students to be placed in the Type II program for a “trial” or “diagnostic” placement for up to two weeks, utilizing available “desk days” as defined in this Agreement, if capacity allows and at no additional cost.
- A defined process by which consideration may be given for Type II students to be placed in Villa Maria School of Harford County for a “trial” or “diagnostic” placement for up to two weeks, at no additional cost.
- All IEP approved related services with the exception of counseling which will be provided by VMS.
- Adequate classroom and behavioral resource space at EMS which includes a telephone, computer and printer for the program.
- A dedicated and furnished office space which includes a telephone, computer, printer and appropriate office supplies.
- Computers which have internet access.
- All appropriate curriculum guides, textbooks, educational materials and supplies.
- General office and school supplies.
- Access to parking.
- Access to general office equipment (copier, fax, laminator, etc.).
- Support from the EMS health office and school psychologist.
- Access to the EMS substitute pool, as is needed.
- Inclusion of VMS staff into appropriate EMS staff, faculty meetings, trainings and communications.

- Inclusion on all communications which are sent to the parents of EMS students.
- Regular and routine communication and consultation with VMC administration and VMS Type II staff.
- Support and final authority over any consideration of suspension for a Type II student per the recommendation of VMS staff.
- Access to the school's amenities and common areas (library and media center, main office, gymnasium, cafeteria, playing fields, etc.).
- Designated primary and secondary contact/liaison persons.

3. **VMC agrees to provide:**

- An MSDE approved Type II non-public special education program which follows all relevant COMAR regulations.
- A program that follows the HCPS/EMS school year calendar plus a summer program which follows HCPS summer school days.
- A program that follows EMS daily schedule.
- All counseling (social work therapy and psychiatric) services.
- Regular and routine communication and consultation with EMS administration.
- Post-admission review of IEP and annual review processes.
- Notification of all non-clinical communications with parents of Type II students.
- Compliance with all EMS timetables for student progress reports and report cards.
- Designated primary and secondary contact/liaison persons.
- Monthly reports to HCPS on the utilization of the "desk days" as defined in this Agreement.

4. **Term and Termination.** This Agreement shall commence November 11, 2009 and remain in full force and effect through August 20, 2010 or until the Agreement is terminated as follows:

- a. Either party may terminate this Agreement at any time by providing the other party with at least sixty (60) days prior written notice.
- b. If either party should materially fail to perform its duties as required under the terms of this Agreement, the other party may terminate this Agreement upon thirty (30) days prior written notice, unless the breaching party corrects any such failure within the thirty-day period.

5. **Compensation.** Harford County Public Schools will grant to the Villa Maria Continuum at Edgewood Middle School the total sum of \$230,400 for fiscal year 2010. The Tuition Grant represents a State-approved tuition rate of \$25,600 per student for FY2010 on the formula of 9.0 full time equivalent (FTE) students being served for 131 school days. The sum total of the grant (\$230,400) shall be paid to the Villa Maria/Catholic Charities

in three (3) equal installments of \$76,800 on December 31, 2009, March 31, 2010 and August 20, 2010.

In the event that this Agreement is terminated before August 20, 2010, HCPS will pay Villa Maria on a pro-rated basis for all services provided prior to the termination date and final payment shall be made within thirty (30) days after termination.

6. **Indemnification.** Each party agrees to and shall defend, indemnify and hold the other party, its trustees, officers, employees and agents harmless from any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorney's fees) which arise out of the negligent acts or omissions of the indemnifying party, its agents or employees in connection with the provision of its services under this Agreement or by any breach or default in the performance of the obligations of the indemnifying party hereunder. This indemnification and hold harmless provision shall survive the expiration or termination of this Agreement. This section shall not be construed as a waiver on the part of the Contractor or VMC of any sovereign immunity, statutory immunity, charitable immunity or limitations.
7. **Status of VMC.** In performing services hereunder, VMC shall be acting as an independent contractor and not as an agent, employee or servant of the Contractor. Neither party is authorized to act as an agent for or of the other party. VMC shall maintain in effect, during the course of this Agreement, Workers' Compensation coverage for any employee(s) providing services under this Agreement. Upon request, VMC shall provide proof of such coverage. No employee of either party shall have any claim under this Agreement or otherwise against the other party for vacation pay, paid sick leave, retirement benefits, social security, workers compensation, health, disability, professional malpractice or unemployment insurance benefits or other employee benefits of any kind.
8. **Notices.** All notices and other communications pertaining to this Agreement shall be in writing, addressed to the parties as referenced above, and shall be deemed duly to have been given if personally delivered to the other party or if sent by the United States Postal Service certified mail, return receipt requested, postage prepaid or by Federal Express, United Parcel or other nationally recognized overnight carriers. Notices to VMC shall be sent to the attention of Jack Pumphrey and notices to the Contractor shall be sent to the attention of Ann-Marie Spakowski. Either party may change the address for notices by sending written notice to the other party.
9. **Assignment.** Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.
10. **Modification.** This Agreement may not be modified in any respect other than by an agreement in writing signed by both parties.
11. **Compliance with Laws.** VMC shall perform its Services pursuant to this Agreement in material compliance with all applicable federal, state and local laws, rules, regulations,

and ordinances and represents that it and any personnel providing services hereunder has obtained all licenses and permits required by law to engage in the activities necessary to perform its obligations under this Agreement.

12. **Maryland Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland. Each of the parties submits to the exclusive original jurisdiction of the state and/or federal courts located within the State of Maryland
13. **Background Checks:** VMC staff working with students will have completed the MSDE and Harford County Public Schools requirements for fingerprinting and background check.
14. **Renewal:** By mutual written agreement, this Agreement may be renewed for additional one "school year" (July 1 to June 30) terms, contingent upon an amendment and renewal of the terms of the compensation components referred to in #5 (above) and/or the establishment of a MSDE approved Public/Private Partnership Agreement, for the renewal term. The parties shall participate in renewal discussions with the goal of entering into a renewal agreement no later than April 30, 2010.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and the year first written above by their duly authorized representatives.

WITNESS:

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VILLA MARIA CONTINUUM,  
VILLA MARIA SCHOOL,  
ASSOCIATED CATHOLIC CHARITIES  
OF MARYLAND, INC.

By: \_\_\_\_\_

Name: Jack Pumphrey  
Title: Administrator

WITNESS:

\_\_\_\_\_

HARFORD COUNTY PUBLIC SCHOOLS

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_