



## **REQUEST FOR PROPOSAL**

for

### **Accelerated & Transitional Education Services**

#### **1. Background.**

A. ASPIRA Inc. of Pennsylvania operates a charter high school known as “Olney Charter High School” located at 100 West Duncannon Avenue, in the City of Philadelphia (“**Olney**”) pursuant to a charter issued by the School District of Philadelphia (the “**SDP**”).

#### **1. Instructions for Quote.**

**1.1.** Olney, through this RFP, is requesting proposals for *three specific* versions of the services specified in section 3.1 (“**Scope of Services**”) as follows:

- a) Proposal for *both* Accelerated & Transitional Program services
- b) Proposal for Accelerated Program services *only*
- c) Proposal Quote for Transitional Program services *only*

**1.2.** Olney, in its sole discretion, may choose any or none of the combinations of the above quote versions, and may choose to contract with none, one or more than one Service Provider for the requested Services.

#### **2. Term.**

**2.1.** The term of any Agreement (the “**Term**”) shall be three years with an option to renew annually by Board approval beginning July 1, 2019 and shall end June 30, 2020.

**2.2.** Service Providers shall commence providing the Services on the first day of the Term and shall continue to provide the Services though and until the expiration of the Term or sooner termination of any Agreement.

#### **3. General Requirements of the Services Requested.**

**3.1. Scope of Services.** Olney seeks Service Providers who can establish and maintain a program designed to (i) offer Students an accelerated curriculum framework through a permanent placement designed to graduate Students in 2.5 years or less (the “**Accelerated Program**”) and (ii) a transitional program for Students in need of behavior modification and other transitional education services (the “**Transitional Program**”) and together with the Accelerated Programs, the “**Programs**”) and each a “**Program**”) and in connection therewith perform and provide (i) the services set forth and described on Exhibit A attached hereto (the “**Program Services**”), and (ii) the “Special Education Services” (as defined on Exhibit B attached hereto), for Students placed in a Program by OLNEY. Collectively, the Program Services and Special Education Services are referred to herein as the

“**Services**”. Service Providers shall provide the Services in a manner reasonably satisfactory to OLNEY. The Services shall include providing all personnel, materials and supplies necessary to provide the Services in accordance with the terms hereof. Notwithstanding anything to the contrary contained or implied herein, the Services expressly exclude any and all “Related Services” (as defined on Exhibit B attached hereto). In addition to the Services, Service Providers shall facilitate OLNEY’s in-school suspension program (known as the “Behavior Intervention Room”) for up to a maximum of 25 Students.

**3.2. Program Capacity.** The maximum number of Students whom OLNEY can place or enroll in the Accelerated Program pursuant to this Agreement shall be two hundred and twenty-five (225) Students. The maximum number of Students whom OLNEY can place or enroll in the Transitional Program pursuant to this Agreement shall be one hundred (100) Students. Nevertheless, if OLNEY desires to enroll up to an additional 10 Students in the Programs, then upon request by OLNEY, Service Providers and OLNEY shall meet to discuss increasing the capacity of the Programs at no additional charge to Olney.

**3.3. Student Records.** OLNEY will provide Service Providers with all records of each Student at least 24 hours in advance of placement in a Program.

**3.4. Legal Requirements.** Service Providers shall provide and perform the Services in accordance with all applicable federal, state, and local statutes, ordinances, resolutions and regulations, including, without limitation, the federal law commonly known as the Individuals with Disabilities Education Act, and regulations promulgated thereunder (“**IDEA**”), the federal law commonly known as the Americans with Disabilities Act of 1990, as amended, and regulations promulgated thereunder (“**ADA**”), the Pennsylvania Public School Code (24 P.S. Sections 13-1301 *et seq.*), the rules, regulations and policies of the Pennsylvania Department of Education, and the “Federal Privacy Laws” (as defined below) (collectively, “**Legal Requirements**”).

**3.5. Background Checks.** Before commencing to perform any Services, Service Providers shall submit to OLNEY, on behalf of each of Service Provider’s employees, officers, agents, servants, volunteers who will have direct contact with children while performing any of the Services (each, a “**Service Providers Direct Provider**”), the following original documentation issued or processed by the Commonwealth of Pennsylvania within one (1) year prior to such Service Providers Direct Provider commencing to perform any Services: (i) a criminal history record information report, and (ii) a child abuse history official clearance statement; and (iii) any other documentation that may be required from time to time under applicable Legal Requirements.

**3.6. Qualifications of Service Provider’s Staff.** All of Service Provider’s teachers, paraprofessionals, behavior analysts, one to one support aides, staff, and related service providers, providing Services under this Agreement, must be certified and licensed as required by applicable Legal Requirements, in the areas and subjects that he or she provides Services to Students.

**3.7. Classroom Observations.** OLNEY administrators will be allowed to conduct unannounced classroom observations of Service Providers classrooms. Feedback will be provided to Service Providers leadership teams using a consultative approach.

**3.8. Accountability Standards.** Service Providers shall use its best efforts to satisfy the accountability standards set forth in the Accountability Matrix attached to this Agreement as Exhibit C (the “**Accountability Matrix**”).

**3.9. Quarterly Meetings.** Service Providers and OLNEY shall meet quarterly, within 15 days of each marking period, to review compliance with the accountability standards set forth on the Accountability Matrix. Such meetings shall include (i) a review of the progress on accountability standards for each Student, (ii) a review each Student’s behavior intervention progress, (iii) the identification of those Students who are prepared to transition back to the OLNEY School and regular education classrooms, and (iv) the identification of areas in need of corrective action and a review of the progress on previously identified areas in need of corrective action.

#### **4. School Facilities and Services.**

**4.1. Program Space.** OLNEY shall provide and make available to Service Providers such classrooms, administrative office spaces and other areas of the Facilities

**4.2. Maintenance, Utilities and Janitorial Services.** OLNEY shall be responsible for maintaining the Program Space in a good and proper condition, subject to normal wear and tear, and in accordance with applicable Legal Requirements, including providing janitorial services and performing maintenance and repairs at a standard and level which is comparable to that provided at other classroom and administrative spaces in the Facility. OLNEY shall not be obligated to perform any renovations or other capital improvements to make the Program Space ready for Service Provider's use and the conduct of the Programs, except to the extent required applicable Legal Requirements. OLNEY shall provide water, sewer, gas heat, electricity and telephone services to the Program Space as necessary for the conduct of the Programs and comfortable use and occupancy of the Program Space and comparable to that provided at other classroom and administrative spaces in the Facility.

**4.3. Transportation.** OLNEY shall be responsible for arranging and providing transportation services for Students to and from the Facility at a standard and level which is comparable to that provided to any other student enrolled in the OLNEY School.

**4.4. Food Service.** OLNEY shall provide all food services for Students including the delivery of food to the cafeteria in the Facility.

**4.5. Nursing Services.** OLNEY shall provide the Students with the same access to school nurses and other medical services and programs as is available to any other student enrolled in the OLNEY School.

**4.6. Cost of Services.** The services required to be provided by OLNEY will be provided at no charge to Service Providers

**5. Insurance.** At all times during the Term, Service Providers and OLNEY shall each, at their own expense, procure and maintain the types and minimum limits of insurance specified below. Such insurance shall be provided by insurers authorized to do business in the Commonwealth of Pennsylvania and which have at least an A- (Excellent)/FSC-XI rating from A.M. Best. All insurance herein, except the professional liability insurance, shall be written on an "occurrence" basis and not a "claims-made" basis. Service Providers shall name OLNEY as an additional insured on the general liability insurance policy, and OLNEY shall name Service Providers as an additional insured on the general liability insurance policy.

**5.1. Workers' Compensation and Employer's Liability.** Workers' Compensation limits shall be the statutory limits and employers' liability insurance, with limits of (1) \$100,000 Each Accident-Bodily Injury by Accident; (2) \$100,000 Each Employee-Bodily Injury by Disease; and (3) \$500,000 Policy Limit-Bodily Injury by Disease.

**5.2. General Liability Insurance.** Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 advertising injury; \$2,000,000 general aggregate and \$2,000,000 aggregate for products and completed operations. The general liability insurance shall cover: premises operations; blanket contractual liability, personal injury liability; products and completed operations; independent contractors, employees and volunteers as additional insureds; cross liability; broad form property damage (including completed operations).

**5.3. Automobile Liability Insurance.** Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability arising from owned, non-owned, and hired vehicles when any motor vehicle is used in connection with the Services.

**5.4. Professional Liability Insurance.** Limit of Liability: \$1,000,000 with a deductible not to exceed \$100,000. The professional liability insurance shall cover errors and omissions, including liability assumed under this Agreement, which may be written on a claims-made basis,

provided that coverage for occurrences arising out of the Agreement shall be maintained in full force and effect under the policy or “tail” coverage for a period of at least three (3) years after the expiration or sooner termination of this Agreement, or providing for an extended reporting period of three (3) years after cancellation of the policy.

**5.5. Educator’s Legal Liability Insurance.** Educator’s legal liability coverage of \$1,000,000 per occurrence combined single limit and \$2,000,000 general aggregate coverage. Educator’s Legal Liability Insurance coverage must include coverage for wrongful physical or sexual contact, and educational wrongful acts, employment practices wrongful acts, and directors and executive officers wrongful acts.

## EXHIBIT A

### **PROGRAM SERVICES**

1. Service Providers will provide Students placed in the Programs by OLNEY with full-time educational services at the Service Providers School. The Programs will include at least one hundred and eighty (180) full school days over a ten (10) month school year that follows the School District of Philadelphia calendar. Service Providers will provide services and conduct the Programs five (5) days per week, Monday through Friday, from 9:00 A.M. to 4:00 P.M, excluding holidays and holiday and semester breaks.
2. Service Providers will work closely with OLNEY to determine the appropriate length of the placement in a Program for each Student.
3. Each Class shall be staffed by a certified teacher, with additional staff on site, including a behavioral counselor, a student services coordinator, an attendance coordinator, and leadership team members as necessary to address Student needs as they arise (other than needs for Related Services).
4. Service Providers will provide Students with a standards-based educational program aligned with OLNEY's core curriculum. Service Providers will employ OLNEY's academic instruction program, including OLNEY's curriculum, course scope and sequence, and assessment cycle and assessments. OLNEY will provide training to Service Provider's teachers as needed with respect to employing OLNEY's academic instruction program.
5. Service Providers will monitor and maintain records of Student attendance. Service Providers will maintain a daily attendance log for all Students and will document attempts to ensure and monitor each Student's attendance. These steps shall include: calls to the home, letters to the home and home visits. At the end of each school month, Service Providers will send the OLNEY Representative, student daily attendance logs, attendance records, and attendance reports. Service Providers will use its best efforts to promote and encourage each Student's attendance and document efforts to assist Students and their families in maintaining good attendance.
6. Service Providers will monitor and document each Student's daily academic and behavioral progress. At the beginning of each school year, and upon the enrollment of each Student in a Program, Service Providers will establish written transition goals and objectives for each Student to reach by the end of the school year or enrollment period. Service Providers will monitor each Student's progress in reaching these goals and objectives, and will modify the goals and objectives as appropriate, and will provide OLNEY with a written report of each Student's progress on a quarterly basis and at the completion of each school year.
7. Service Providers will cooperate with OLNEY who may periodically schedule conferences with parents, Students, OLNEY's representatives and Service Provider's teachers and representatives to discuss and evaluate Students' daily academic and behavioral progress.
8. In the event a Student's behavior might merit suspension or expulsion from a Program, Service Providers will isolate the Student from the other Students and make immediate contact with the designated OLNEY Representative for consultation prior to the temporary removal of the Student from a Program.

## EXHIBIT B

### SPECIAL EDUCATION SERVICES

B. 1. Definitions.

a. “*Special Education Services*” means the educational or academic services prescribed for a Special Education Student in such Student’s IEP.

b. “*Related Services*” means all services prescribed for a Special Education Student in such Student’s IEP, including, without limitation, counseling requiring the services of a psychologist or psychiatrist, occupational therapy, physical therapy, speech therapy, and special transportation services, except for the Special Education Services.

c. “*IEP*” means the Individualized Education Plan-Program designed for each Special Education Student, and for purposes of this Agreement, includes the Special Education Student’s NOREP, and any plan or agreement for modifications and accommodations required under ADA to be made or provided to or for such Student.

d. “*Special Education Student*” means a Student in a Program who is required pursuant to such Student’s IEP to receive Special Education Services; however, a Special Education Student may also include any such Student whose special needs qualify or are classified under applicable Legal Requirements as “low incidence,” or any such Student whose special needs require under applicable Legal Requirements a self-contained classroom (full-time or part-time).

e. “*NOREP*” means the formal Notice of Recommended Educational Placement, prepared by OLNEY and signed by the parents or legal guardians of a Special Education Student being recommended for placement in a Program.

f. All terms used in this Exhibit with capital initials and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

B. 2. Special Education Program Requirements. The Parties respective responsibilities with respect to Special Education Students are as follows:

a. Service Providers will provide Program Services and Special Education Services for Special Education Students placed in a Program by OLNEY.

b. OLNEY will provide all Related Services for Special Education Students placed in a Program by OLNEY.

c. OLNEY will be responsible for evaluating and determining which Students qualify for placement, in a Program as Special Education Students, based on the suitability of such Program and the individual needs of the Students for Special Education Services. As part of the placement process for each Special Education Student, OLNEY shall obtain and provide to Service Providers a consent, in form reasonably satisfactory to Service Providers, signed by such Special Education Student’s

parents or legal guardians, relating to the placement of such Student in a Program.

d. Service Providers shall offer and deliver to all Special Education Students the Special Education Services as required under IDEA and other applicable Legal Requirements. Service Providers shall endeavor to ensure that each Special Education Student placed in a Program makes academic progress in accordance with such Student's IEP. Service Providers shall implement OLNEY's research-based reading and math interventions in special education classes.

e. Service Providers shall not remove a Special Education Student from a Program unless Service Providers has previously furnished all appropriate documentation to OLNEY and OLNEY has consented in writing to such removal. If OLNEY permits Service Providers to remove a Special Education Student from a Program, such Special Education Student shall remain enrolled in a Program until OLNEY selects a suitable replacement program pursuant to procedures required under IDEA and other applicable Legal Requirements. OLNEY shall use all reasonable efforts to designate a replacement program for such Special Education Student within 30 days of notification by Service Providers of their intent to remove the Student from a Program.

f. OLNEY shall provide Service Providers with all necessary information regarding each Student's IEP prior to placement in a Program. OLNEY shall update each IEP at least annually and in accordance with IDEA and other applicable Legal Requirements, and shall notify Service Providers at least two (2) business days in advance of the schedule of each annual IEP meeting with each Special Education Student's parent or legal guardian. Service Providers will have appropriate staff present at any IEP meeting. Service Providers will work directly with OLNEY's designated point person for Special Education Services should they believe any enrolled regular education Student to be eligible for Special Education Services.

g. OLNEY shall employ teachers who shall be certified and credentialed in special education ("**Special Education Teachers**"). Either the Special Education Teachers or a certified administrator with sufficient expertise in Special Education Services, will review and assist OLNEY to update IEPs and provide the Special Education Services as are necessary or required by applicable Legal Requirements.

h. OLNEY shall maintain on staff a sufficient number of Special Education Teachers as required to deliver the Special Education Services to all Special Education Students placed in a Program. The Special Education Teachers shall:

(i) serve the Special Education Students in a Program, in conformity with the caseload requirements of IDEA and other applicable Legal Requirements;

(ii) conduct ongoing progress monitoring of Special Education Students in accordance with IDEA, including the documentation and monitoring of each Student's academic and behavioral progress toward each IEP goal with verifiable and measurable data; and

(iii) assist OLNEY in updating IEPs when required, and assist in developing positive behavior support plans based on a "Functional Behavior Analysis" when requested.

i. Service Providers covenants and agrees that all of Service Provider’s teachers and staff are familiar with, and will in its professional development make its staff aware of, all applicable Legal Requirements with respect to the Special Education Students placed in a Program, and Service Providers shall implement and operate the Programs in a manner that conforms to all applicable Legal Requirements. Service Providers shall cooperate with OLNEY and structure the Programs so as to ensure clear responsibility and accountability for the Special Education Students. The Programs shall provide for: (i) “child-find” identification activities, (ii) a support role for OLNEY in evaluation and re-evaluation of Special Education Students; (iii) IEP implementation and academic program delivery services; and (iv) other reporting and liaison and claims management duties, as more fully set forth below:

(i) ***Evaluation and Identification Responsibilities.*** Service Providers shall identify and notify OLNEY of all Special Education Students who require evaluation(s) or re-evaluation(s). OLNEY staff shall be responsible for leading the evaluation or re-evaluation process. Service Providers shall structure the Programs such that all assessments, including but not limited to curriculum-based testing in all areas of suspected need, including, without limitation, reading comprehension, word comprehension, reading fluency, decoding, writing, behavioral analyses, are completed in a timely manner. In connection with any evaluation report (“**ER**”) or re-evaluation report (“**RER**”), Service Providers shall promptly notify OLNEY if Service Providers, in its professional skill, judgment and experience has reasonable grounds to believe that any part of an ER or RER fails adequately to address the needs of a Special Education Student.

(ii) ***Individual Education Plans.*** Service Providers shall ensure that its staff implement the Special Education Services components of the IEPs for each Special Education Student, and shall ensure that each such Special Education Student promptly receives the Special Education Services. OLNEY shall provide or otherwise procure the Related Services and other programs and services not offered by Service Providers as set forth in this Agreement. Service Providers shall provide prompt notice to OLNEY if Service Providers identifies a need for services not then offered in the Programs for any Special Education Students. As part of its responsibilities, Service Providers shall comply with the procedural requirements promulgated by the Pennsylvania Department of Education for the ER/IEP process, using the ER, IEP and other related forms developed by OLNEY. Service Providers and OLNEY shall cooperate in a prompt and reasonable manner when a Student needs placement outside a Program to provide the programs and related services in the Special Education Student’s IEP. OLNEY shall promptly provide to Service Providers in a timely manner a complete and accurate copy of each Special Education Student’s special education records, including IEPs and NOREPs, when a Special Education Student with an existing ER, RER or IEP transfers from the OLNEY School to a Program. OLNEY shall be responsible for the completeness and accuracy of each such Special Education Student’s records through the date of delivery of such records to Service Providers.

(iii) ***Provision of Services.*** Service Providers shall deliver, and otherwise ensure delivery of, all programs and services to all Special Education Students enrolled in a Program, including all aids, supports, curricula, learning materials and specialist classes, in accordance with applicable Legal Requirements, and applicable IEPs. Service Providers shall provide Special Education Services to Special Education Students in accordance with applicable Legal Requirements and the Special Education Student’s IEP. Service Providers shall monitor the implementation of all administrative functions (*i.e.*, attendance, suspensions, discipline) at the Service Providers School in a manner consistent with each Special Education Student’s IEP, and all applicable Legal Requirements,

and give notice promptly to OLNEY of any noncompliance. Service Providers shall implement promptly such actions as may prove necessary to correct any such noncompliance. Service Providers shall ensure that any implementation of its “Least Restrictive Environment” plan complies with each Special Education Student’s IEP. If a Special Education Student returns to the OLNEY School, Service Providers shall promptly, and in any event no later than two (2) school days after Service Providers receives notice that the Special Education Student has enrolled or intends to enroll in the OLNEY School, deliver to OLNEY the Student’s true, correct and complete copy of all relevant documentation associated with the Services provided to the Special Education Student, including ER, RER, IEPs, settlements, resolutions, *etc.* If a prospective Special Education Student receiving Special Education Services in the OLNEY School, enrolls in a Program, OLNEY shall promptly deliver to Service Providers a true, correct and complete copy of all relevant documentation, not subject to a privilege (*e.g.*, attorney-client), in OLNEY’s possession, if any, associated with the services provided to such Student, including the ER, RER, IEPs, settlements, resolutions, *etc.*

(iv) ***Service Provider’s Staff.*** Service Providers shall dedicate sufficient administrative staff with authority to direct and support staff at the Service Providers School, and other staff in order reasonably to ensure Service Provider’s compliance with this Exhibit B. Service Providers shall train all staff at the Service Providers School or otherwise associated with the Programs in applicable special education duties and functions. Service Providers shall monitor, supervise, exercise due and active oversight over, and report to OLNEY as necessary regarding the Service Providers School and the Programs and personnel. Service Providers shall monitor and discipline its own employees in order to ensure optimal service delivery under this Exhibit B.

(v) ***Reviews and Reports.*** Service Providers shall report timely, and shall provide full assistance to OLNEY to endeavor to ensure that OLNEY reports timely in connection with all special education reporting required by applicable Legal Requirements. Service Providers shall ensure that its staff carry out all data-entry in a timely manner as necessary to permit OLNEY to generate monthly reports on Special Education Students, including Students with a plan or agreement for modifications and accommodations required under ADA, including the number of Special Education Students referred to court for truancy proceedings, and the number of Special Education Students absent. Service Providers shall report to OLNEY promptly and timely in connection with OLNEY’s “December 1 child count” to the Pennsylvania Department of Education.

j. Each Party shall cooperate with the other in supplying information and documentation to one another, in the form and format used by the other, when needed in order to meet each Party’s respective reporting obligations under applicable Legal Requirements. OLNEY and Service Providers shall cooperate to ensure compliance with the requirements of the IDEA, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act and Chapters 14, 15 and 16 of Department regulations.

### B. 3. Costs of Litigation; Litigation Management.

a. Service Providers shall indemnify, defend and hold OLNEY harmless from all costs and expenses, including but not limited to defense costs, administrative hearing costs, plaintiffs’ legal fees, damages, and “Compensatory Education Costs” (as defined below) (collectively, “**Costs and Expenses**”), arising out of any allegations, claims, or investigations, by federal, state or local agencies, entities or other authorities, or by Special Education Students or their parents, concerning (i) the Special Education Services provided by Service Providers (excluding the Special Education Services provided

by the Special Education Teachers), or (ii) claims of discrimination or failure by Service Providers to provide equal protection or due process under applicable Legal Requirements to Special Education Students (collectively, “**Special Education Claims**”), if and to the extent the Special Education Claims arise from the willful misconduct or negligent act or omission of Service Providers or any of its officers or employees or otherwise out of an actual or alleged breach of Service Provider's covenants in this Agreement, including but not limited to those contained in this Exhibit B, and do not arise from the acts or omissions of the Special Education Teachers. The term “**Compensatory Education Costs**” means all compensatory education costs, monetary damages, alternative educational placement costs, tuition reimbursement fees, transportation costs, and attorneys’ fees resulting from the resolution of a Special Education Claim; provided, however, nothing in this Section shall prohibit Service Providers from entering into an agreement to establish a fund to permit the payment of Compensatory Education Costs over time.

b. OLNEY shall indemnify, defend and hold Service Providers harmless from all Costs and Expenses arising out of or concerning any education or Special Education Services provided by OLNEY, including Special Education Services provided by the Special Education Teachers, or pertaining to the placement of any Students, including Special Education Students, in the Programs. Service Providers shall cooperate fully with OLNEY in responding to any Special Education Claims, to the extent such Special Education Claims relate to the placement of a Special Education Student in a Program.

c. The Parties’ respective obligations shall survive the termination of this Agreement.

d. If and when either Party receives a Special Education Claim, that Party shall notify the other Party, by providing notice and a copy of the claim to the other Party within three (3) business days of receipt.

e. Each Party shall select skillful and experienced legal counsel to defend itself against Special Education Claims. If a Special Education Claim does not involve or arise out of allegations of acts or omissions of OLNEY, then separate counsel reasonably selected by Service Providers shall be engaged to represent the interests of OLNEY, if any, in connection with said Special Education Claim. If a Special Education Claim does not involve or arise out of allegations of acts or omissions of Service Providers, then separate counsel reasonably selected by OLNEY shall be engaged to represent the interests of Service Providers, if any, in connection with said Special Education Claim. If a Special Education Claim involves or arises, in part, out of allegations of acts or omissions of OLNEY, and, in part, out of allegations of acts or omissions of Service Providers, then each Party shall engage, at their own respective expense, its own counsel. Assigned counsel and each Party shall evaluate with due care opportunities to work cooperatively with the other Party in connection with each Special Education Claim.

f. Service Providers shall give OLNEY written notice of any proposed settlement or resolution of a Special Education Claim that has been made against Service Providers promptly before completion of such settlement or resolution, in time sufficient to give OLNEY a reasonable opportunity to evaluate such settlement or resolution. OLNEY shall have the right to approve all settlements and resolutions of Special Education Claims that have been made against OLNEY or to which OLNEY is a party.

