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5-22-13



SERVICES, RESOURCES, AND RESEARCH FOR EDUCATION

*Route to:
Tim*

May 13, 2013

Mr. Eugene Marraccini
Plum Borough School District
900 Elicker Road
Plum, PA 15239

Dear Mr. Marraccini:

During the 2012-2013 school year, the Allegheny Intermediate Unit provided special education services for one or more students from your school district. In anticipation of the continuation of these services for 2013-2014, I am submitting two copies of the educational agreement covering the services provided.

Please have the agreements signed by the appropriate district personnel and return both copies to my attention. We will return a signed copy for your files.

If you have any questions regarding this matter, please feel free to contact me at (412) 394-4199 or Kara Lowmaster at (412) 394-4527.

Sincerely,

Jill Budny / *Kara Lowmaster*
Manager of Special Education Operations

enclosures

EDUCATIONAL SERVICES AGREEMENT

The agreement is made this ____ day of _____, 2013 by and between the ALLEGHENY INTERMEDIATE UNIT (AIU), and the _____ SCHOOL DISTRICT ("District"), intending to be legally bound hereby, for the provision by the AIU to the District of education services.

1. Services Provided by AIU

For the entire 2013-2014 school year of the District, the AIU shall provide and operate for the benefit of students assigned by the District the special education service and programs delineated in the Allegheny Intermediate Unit Special Education Plan, submitted to and approved by the Department of Education by furnishing the following:

- (a) Professional, instructional and support staff, as is required to implement the Plan in accordance with all applicable provisions of state and federal law;
- (b) Administrative, supervisory, and clerical staff as is required to effectively and efficiently implement the Plan and this Agreement;
Such supplies, equipment and other materials, as are necessary to implement the Plan and as mutually agreed upon by the parties;
- (d) Such classroom space or other facilities as are required to implement the Plan in accordance with state and federal law to the extent the program or service is provided or operated upon premises not owned or leased by the District; and
- (e) Any other personnel, facility, material or service mutually agreed upon by the parties.

2. Programs Provided at District Premises by AIU

For special education programs and services to be provided at premises owned or leased by the District, the District shall provide the following:

- (a) Classroom and other space;
- (b) Assistance, cooperation and participation of District administrative, professional and support staff in the development and implementation of adaptations and support services necessary to include students assigned to special education programs in mainstream educational and extracurricular activities to the maximum extent possible;
Regular education support, mainstream instruction and ancillary services, such as nursing, counseling, library, physical education, food, custodial and maintenance services, as is necessary to meet the needs of the students assigned to the program; and
- (d) Any other personnel, facility, material or service mutually agreed upon by the parties.

3. Compliance with Applicable Law

The AIU shall ensure that the special education programs and services it provides comply with all requirements of state and federal law to the extent such compliance does not depend upon the performance or actions of any other individual or entity beyond the control of the AIU. The AIU will provide leadership and encouragement to utilize best practices for assisting teachers, administrators and students in life long learning. The District shall provide such action, assistance or cooperation as is required to ensure that students assigned to special education programs receive a free appropriate public education in compliance with all applicable provisions of state and federal law.

4. Multidisciplinary Evaluation and IEP Development

The District, in cooperation with the AIU, shall conduct Multidisciplinary Evaluations and Reevaluations (ERs) and develop Individualized Education Programs (IEPs) and revision processes for exceptional and thought-to-be exceptional students of the District. The District will provide the AIU staff with an opportunity to participate in the development of ERs and IEPs, services, accommodations or support required by any IEP or any order of a hearing officer, appeals panel, the Secretary of Education or court, which are beyond the scope of the programs and services enumerated in the Plan, shall be provided as mutually agreed upon by the parties.

5. Payment for AIU Services

- A. On or before April 15 for each succeeding school year that the parties renew this Agreement, the AIU shall establish and notify the District in writing of the estimated cost of each program and service enumerated in the Plan to be provided to District students during the ensuing school year.
- B. The District agrees to pay the AIU the sum of the estimated cost of each program or service, such sum to be paid in installments in accordance with the following schedule:

Sept. 15, 2013	20% of total 12/13 bill as an advance payment for the 2013/2014 school year.
Dec. 15, 2013	25% actual billing for 13/14 based on student information in the Special Education Database. Advance (20%) payment will be deducted from the total bill.
Feb. 15, 2014	25% actual bill based on student information in the Special Education Database.
March 15, 2014	25% actual bill based on student information in the Special Education Database.
May 15, 2014	25% actual bill based on student information in the Special Education Database.

C. Late Payment Charge

A late payment charge of 1% per month on any unpaid balance will be applied to any account that is over 60 days past due.

6. Liabilities

The parties agree to indemnify, defend and hold harmless each other, their respective directors, officers, employees and agents, against all claims, damages, losses, or penalties that result from the acts or omissions of their own employees or agents, any real property owned or leased by such party, or the operation or maintenance of any equipment or vehicles provided or used by such party. None of the administrative, professional, paraprofessional or support personnel provided by the parties shall be considered employees or agents of the other party hereto for any purpose. The parties agree to indemnify, defend and hold harmless each other against all claims, damages, losses, or penalties resulting from any judicial, administrative or other determination that any staff member of one party hereto is an employee or agent of the other party hereto.

7. To ensure that compliance to all laws, particularly those that emerge during the life of the agreement are met, both parties agree to a commitment for continued learning to deliver and coach on best practices. To enable this learning to take place, a mutually agreeable schedule shall be developed and agreed upon.

8. Entire Agreement

This Agreement constitutes the entire agreement and understanding between the AIU and the District concerning the programs and service to which it applies; supersedes all prior or contemporaneous agreements and understandings, written or oral on this subject; and any modification to this agreement shall be in writing and approved by the parties; respective board of directors.

ATTEST:

SCHOOL DISTRICT

Secretary

President, Board of School Directors

ATTEST:

ALLEGHENY INTERMEDIATE UNIT

Secretary

President, Board of Directors