



SERVICES, RESOURCES, AND RESEARCH FOR EDUCATION
ALTERNATIVE EDUCATION PROGRAM
EDUCATIONAL SERVICES AGREEMENT for Allegheny County School
Special Education District and Regular Education District Contract -
School Year 2011-2012

The agreement is made this date, September 2, 2011, 2011 by and between the ALLEGHENY INTERMEDIATE UNIT ("AIU"), and the Plum Borough School District intending to be legally bound hereby, for the provision by the AIU to the District of educational services.

1. Services Provided by AIU

The AIU shall provide for the benefit of Plum Borough School District alternative education in accordance with the Allegheny Intermediate Unit, Community School East plan, as follows:

- (a) Provide professional, instructional and support staff.
- (b) Provide administrative, supervisory and clerical staff.
- (c) Provide such supplies, equipment and other materials as are necessary.
- (d) Provide such classroom space or other facilities as are necessary.
- (e) Provide the District with monthly attendance reports.
- (f) For special education students, the AIU shall provide individualized instruction, counseling and interest or aptitude surveys as determined by the student's IEP team.
- (g) For special education students, the IEP team will determine the student's course of study. Assignments may or may not be provided by District personnel. The course of study for the student shall be set forth in a Memorandum of Understanding signed by the AIU and District.
- (h) For regular education students, the course of study for the student shall be set forth in a Memorandum of Understanding signed by the AIU and District.

2. District Responsibilities

- (a) Fully inform the AIU of any special health or medical concerns concerning the student.
- (b) Transportation for the student to and from the AIU Program site will be provided or transportation costs will be paid by the District.
- (c) The student shall remain enrolled in the School District.
- (d) Proof of parental approval to send the student to the program is required before services to the student commence.
- (e) The District shall identify the criteria for the selection of students who are eligible for assignment to the AIU program.
- (f) For a special education student, the student's needs identified in the IEP as developed by the District for a student will determine if the AIU is able to accept the student.
- (g) The District shall adhere to Article XIX-C of the Pennsylvania School Code (24 P.S. § 19-1901-C, et seq.) regarding eligibility of students for placement in an Alternative Education Program.
- (h) The District shall be responsible for the provision of school health services as provided for under Article XIV of the Pennsylvania School Code (24 P.S. § 14-1401, et seq.) for students who attend the AIU program.
- (i) The District shall accept the credits earned by the student while in attendance at the AIU program and agrees that upon successful completion of the program the student will be promoted and/or graduated as appropriate.

- (j) The District shall comply with the procedures of the Individuals with Disabilities Education Act, "IDEA" (20 U.S.C. § 1400 et seq.) for the placement of special education students in 45 school day alternative placement.
- (k) For special education students, the District agrees that at all times the District remains the student's Local Education Agency responsible for compliance and implementation of the student's free appropriate public education pursuant to the IDEA.

3. Remuneration and Billing

- (a) Immediately following the last date of each student's contract period, an invoice will be prepared and sent to the District.
- (b) For a regular education student, the fee will be \$56.00 per day session that the student is enrolled.
- (b) For a special education student, the fee will be \$72.00 per day session the student is enrolled.
- (c) The total charge to the District will be calculated by multiplying the number of day sessions the student was enrolled by the applicable fee. Enrollment days will be determined using the AIU Program calendar, unless otherwise stipulated.
- (d) Payment shall be made by the District within 45 calendar days of the invoice date.

4. 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.

5. Hold Harmless/Indemnification

The District agrees to indemnify, defend and hold harmless the AIU, its respective directors, officers, employees and agents, against all claims, damages, losses, or penalties resulting from the acts of omissions of the District's employees or agents, occurring on any real property owned or leased or under the control of AIU, or resulting from the operation or maintenance of any equipment or vehicles provided or used by the District, its employees or agents. None of the administrative, professional, paraprofessional or support personnel provided by one party 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.

6. Parent/Guardian Responsibility

The parent/guardian must attend a pre-placement meeting with AIU Program staff to clarify the educational goals, plan, and behavioral expectations and agree to the program placement.

7. Termination of Agreement

Either party may terminate this Agreement upon ten (10) days prior written notice.

School District

Allegheny Intermediate Unit

By _____

By _____

Title _____

Title _____

Date _____

Date _____



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