

**ALLEGHENY INTERMEDIATE UNIT**  
**2018-19 SERVICES AGREEMENT**



## **ALLEGHENY INTERMEDIATE UNIT SERVICES AGREEMENT**

This Agreement is made this \_\_\_ day of \_\_\_\_\_, 2018, by and between the ALLEGHENY INTERMEDIATE UNIT (“AIU”), and the \_\_\_\_\_ (“District/School”), intending to be legally bound hereby, for the provision of services by the AIU to the District/School.

### **Services Provided by AIU**

The AIU provides specialized educational services to Allegheny County’s 42 suburban school districts, five career technical schools, charter schools and numerous other organizations throughout the area. The AIU offers about 140 programs and services for infants, young children, students, and adults. The AIU comprises the following six divisions, each of which provides a wide range of services:

1. Division of Early Childhood, Family and Community Services
2. Division of Finance and Business Operations
3. Division of Human Resources and Labor Relations
4. Division of Teaching and Learning Services
5. Division of Information Technology
6. Division of Special Education and Pupil Services

It is agreed that services provided by the AIU are rendered throughout the school year and that the AIU periodically invoices for fees for services provided to the District/School as outlined in the 2018-19 Services Guide (“Services Guide”). Fees for programs not listed in the Services Guide will be determined on a case-by-case basis and will require approval by the District/School and the AIU Board of Directors. By executing this agreement, the District/School explicitly acknowledges receipt of the Services Guide and expressly accepts the pricing schedule for all of the services listed therein.

By accepting the services provided by the AIU, the District/School agrees to pay for those services at the prices specified in the Services Guide and to do so no later than sixty (60) days from the invoice date. A late payment charge of 1% per month on any unpaid balance shall be applied to any account that is more than sixty (60) days past due.

### **SPECIAL EDUCATION and PUPIL SERVICES**

#### **1. Special Education Services Provided by AIU**

For the 2018-2019 school year, the AIU shall provide and operate, for the benefit of students assigned by the District/School, the special education services and programs delineated in the Allegheny Intermediate Unit Special Education Plan (“Plan”), as submitted to and approved by the Department of Education, by furnishing the following:

- Professional, instructional and support staff, as required to implement the Plan in accordance with all applicable provisions of state and federal law;

- Administrative, supervisory, and clerical staff as required to effectively and efficiently implement the Plan and this Agreement;
- Such supplies, equipment and other materials as necessary to implement the Plan and as mutually agreed upon by the parties;
- Such classroom space or other facilities as 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/School; and
- Any other personnel, facility, material or service mutually agreed upon by the parties.

Services provided include but are not limited to those outlined in the Services Guide, such as Blind/Visually Impaired Services, Career Development Services, Deaf/Hard of Hearing Services, Center-Based Educational Services at Mon Valley/Pathfinder/Sunrise Educational Centers, District0-Based Classrooms, Speech/Language-Impaired Support, Pupil Personnel Services, and Occupational and Physical Therapy.

## **2. Programs Provided on District/School Premises by AIU**

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

- Classroom and other space;
- Assistance, cooperation and participation of District/School administrative, professional and support staff in the development and implementation of accommodations, supplementary aides and support services necessary to include, to the fullest extent appropriate, students assigned to special education programs in educational and extracurricular activities, regular education support, regular education instruction, and ancillary services, such as nursing, counseling, library, physical education, food, custodial and maintenance services, as necessary to meet the needs of the students assigned to the program; and
- 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 lifelong learning. The District/School shall provide such action, assistance or cooperation as required to ensure that students assigned to special education programs receive a free appropriate public education (“FAPE”) in compliance with all applicable provisions of state and federal law.

**4. Multidisciplinary Evaluation and IEP Development for Services Provided on District/School Premises by the AIU**

The District/School, in cooperation with the AIU, shall conduct student Multidisciplinary Evaluations (“MDEs”) and Reevaluations (“RRs”) and develop Individualized Education Plans (“IEPs”) and revise those plans as necessary for exceptional and thought-to-be exceptional students of the District/School. The District/School will provide the AIU staff with an opportunity to participate in the development of RR and IEPs. Services, accommodations, supplementary aides and 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. Multidisciplinary Evaluation and IEP Development for Student Placed in AIU Center-Based Programs**

The AIU, with cooperation and participation by the District/School, shall conduct student MDEs and RR and develop IEPs and revision procedures for exceptional and thought-to-be exceptional students of the District/School. The District/School recognizes that it remains the Local Education Agency (“LEA”) for the student and is responsible for ensuring that the student’s IEP provides for FAPE. Therefore, the District/School will participate in the development of MDEs, RR and IEPs that outline services, accommodations and supplementary aides and supports for students. Any order of a hearing officer or court which is beyond the scope of the programs and services enumerated in the Plan shall be provided as mutually agreed upon by the parties. In such instances, the AIU Administration will work with the District/School as LEA in identifying the appropriate service. The District/School will be billed for all such services in accordance with the terms of the pricing set forth in the 2018-19 Services Guide.

**6. Invoicing and Payment for AIU Special Education Services**

- The District/School will be invoiced in accordance with the Services Guide. It is understood that the pricing outlined in the Services Guide has been developed by the AIU in collaboration with a representative committee of district superintendents, business managers, and special education directors. Review of the pricing structure by the committee will be ongoing. Pricing adjustment will be made annually and in accordance with the recommendations. Service options outlined and offered will be those services that may be enumerated in a student’s IEP and will be as deemed appropriate by the student’s IEP team.
- It is agreed that the District/School will be invoiced for all programs and services provided and utilized by each student. Any delay in invoicing by the AIU will not affect the duty of the District/School to pay the invoice for the services received. The District/School agrees that a failure or delay in invoicing shall not constitute a waiver of the right of the AIU to be paid in full for services received by the District/School.
- To ensure that the cost of services is properly allocated among districts, as well as the accuracy of each AIU invoice, the District/School understands and agrees that it is responsible to review all invoices when received and to audit the invoices to ensure that

they accurately reflect the services received for each student identified and to verify whether each student resided in the district being charged for services during that billing period.

- The District/School agrees to pay the AIU the price for each program or service as listed in the Services Guide.
- A late payment charge of 1% per month on any unpaid balance shall be applied to any account that is more than 60 days past due.
- Tuition for the AIU’s Special Education Centers and the cost of speech, hearing and vision services will be invoiced and paid in installments in accordance with the schedule below:

Invoice Date	Invoicing for Center Tuition and for Speech, Hearing and Vision Services
September 17, 2018	Billing for Special Education Services anticipated for August through October based on student information in the Special Education Database as of September 1, 2018.
November 15, 2018	Billing for Special Education Services anticipated for November through December based on student information in the Special Education Database as of November 1, 2018. <b>**</b> <b>Billing adjustments resulting from the September 17<sup>th</sup> billing will be included.</b>
January 15, 2019	Billing for Special Education Services anticipated for January through February based on student information in the Special Education Database as of January 1, 2019. <b>** Billing adjustments resulting from the November 15<sup>th</sup> billing will be included.</b>
March 15, 2019	Billing for Special Education Services anticipated for March through April based on student information in the Special Education Database as of March 1, 2019. <b>** Billing adjustments resulting from the January 15<sup>th</sup> billing will be included.</b>
May 15, 2019	Billing for Special Education Services anticipated for May through June based on student information in the Special Education Database as of May 1, 2019. <b>** Billing adjustments resulting from the March 15<sup>th</sup> billing will be included.</b>
June 17, 2019	A <b>FINAL INVOICE</b> will be issued whereby payments are reconciled with the actual FINAL 2018-2019 Special Education Database (verified in June). This may result in a credit to the District/School or payment due to the AIU exclusive of the special education center review and reconciliation.
<b>NOTE:</b> If additional services are requested by the District/School after the review of the Special Education Database as of September, they may be billed separately.	

**7. Reconciliation for AIU Special Education Centers**

Due to the fluctuating nature of student enrollment at the centers, it is agreed that the overall operating cost for each center will be continuously monitored to determine if revenue and expenses are in alignment with budgeted projections. The parties agree that at the conclusion of the 2018-2019 school year, the AIU will perform a reconciliation of its center-based revenues and expenses for the entire school year. If the AIU revenues from the center-based programs provided under this Agreement exceed the expenses incurred in providing such services, the District/School will receive a pro-rata credit; if the AIU expenses incurred in providing services under this Agreement exceed the revenues received by the AIU, the District/School will be responsible for and pay to the AIU a pro-rata share of the excess expenses:

<b>Dates</b>	<b>Special Education Center Review and Reconciliation</b>
March 15, 2019	Mid-year reconciliation (ytd January) of the Special Education Center revenues and expenses (excludes related services) will be completed and communicated to the District/School.
August 15, 2019	<b><u>FINAL RECONCILIATION</u></b> of its revenues and expenses for the entire school year will be completed and issued to the District/School. This may result in a credit to the District/School or payment due to the AIU.
January 31, 2020	District/School payment to the AIU for the pro-rata share of the excess expenses OR an AIU credit will be issued to the District/School for the pro-rata share of the excess revenues.

**8. Cancellation**

This Agreement or any services outlined in this agreement or purchased from the AIU may not be terminated by either party without 30 days’ written notice unless such termination is mandated by an IEP or any order of a hearing officer, the Secretary of Education or any Court of competent jurisdiction.

**9. 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.

**10. Compliance**

To ensure compliance with all laws, particularly those that emerge or change during the life of this agreement, 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.

**11. Entire Agreement**

This Agreement constitutes the entire agreement and understanding between the AIU and the District/School concerning the programs and services 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 boards of directors.

**ATTEST:**

\_\_\_\_\_  
President, Board of School Directors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**ATTEST: ALLEGHENY INTERMEDIATE UNIT**

\_\_\_\_\_  
President, Board of School Directors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date