

ALTERNATIVE EDUCATION PROGRAM
EDUCATIONAL SERVICES AGREEMENT
School Year 2022-2023

This Educational Services Agreement (the "Agreement") is entered into as of, **January 25, 2023** the "Effective Date"), by and between the ALLEGHENY INTERMEDIATE UNIT (the "AIU"), and the **Chartiers Valley School District** (the "School District").

1. Services Provided by AIU

The AIU shall provide School District with alternative education services (as further described herein) for School District students that qualify to participate in an Alternative Education Program (each a "Student" and collectively "Students") in accordance with the Allegheny Intermediate Unit, _____(**AEP Site**) plan (the "Services"). The Services shall be provided at the AEP Site and shall include the following:

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

2. School District Responsibilities

School District shall:

- (a) Fully inform the AIU of any special health or medical concerns pertaining to a Student.
- (b) Be responsible for transportation (either directly or through cost reimbursement) of Students to and from the AEP Site.
- (c) Ensure that each Student remains enrolled in the School District, and promptly inform AIU of any changes to a Student's enrollment in the School District.
- (d) Provide AIU with proof of parental approval for each Student to receive Services from AIU.
- (e) Identify the criteria for the selection of students who are eligible for assignment to the AIU program. For Students with special education needs, each student's needs (as identified in the School District-developed IEP) will determine if the AIU is able to accept the student into the Alternative Education Program.
- (f) 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.
- (g) 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.
- (h) Accept the credits earned by Students while in attendance at the AIU program and School District agrees that upon successful completion of the program the Student will be promoted and/or graduated as appropriate.
- (i) 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.
- (j) For Students with special education needs, the School District agrees that it shall remain at all times, 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) After the last date of scheduled Services for each Student, and prior to June 30th, an invoice will be prepared and sent by the AIU to the School District.
- (b) For Students without special education needs, the fee will be \$56.00 per day session that the Student is enrolled.
- (c) For Students with special education needs, the fee will be \$72.00 per day session the Student is enrolled.

- (d) The total charge to the School District for each student will be calculated by multiplying the number of day sessions the Student was enrolled by the applicable daily fee. Enrollment days will be determined using the AIU Program calendar, unless otherwise stipulated.
- (e) Payment shall be made by the School 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 School 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 School 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 School 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

A parent/guardian of each Student must attend a pre-placement meeting with AIU program staff to clarify the educational goals, plan, and behavioral expectations and agree to the Student's participation in the program.

7. Term and Termination of Agreement

The Agreement shall commence as of the Effective Date and shall continue in effect until June 30, 2023 unless sooner terminated per the terms of this section. Either party may terminate this Agreement upon ten (10) days' prior written notice to the other party.

8. This Agreement is subject to the terms and conditions of the Allegheny Intermediate Unit Services Agreement – 2022-2023 as executed by the parties, or if no such agreement is in effect, the Allegheny Intermediate Unit Services Agreement – 2022-2023 as set forth on AIU's website at <https://www.aiu3.net/cms/lib/PA49000033/Centricity/Domain/13/AIU%20Services%2>

[0Guide%202022%2023%20ADA.pdf](#). The terms of such Services Agreement are incorporated herein by reference. To the extent the terms of this Agreement conflict with those of the Services Agreement, those of this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have signed executed this Agreement as of the date first appearing above, intending to be legally bound hereby.

School District

Allegheny Intermediate Unit

Print Darren G. Mariano

Print Dr. Licia Lentz

Sign _____

Sign _____

Title School Board President

Title Program Director

Date January 24, 2023

Date _____