

## **EDUCATIONAL SERVICES AGREEMENT**

Made this \_\_\_\_\_ day of \_\_\_\_\_, 2023,

### **BETWEEN**

INTERMEDIATE UNIT 1, an educational institution organized pursuant to the Pennsylvania Public School Code of 1949, as amended, having an address of One Intermediate Unit Drive, Coal Center, Pennsylvania 15423, hereinafter "IU1,"

### **AND**

CHARTIERS VALLEY SCHOOL DISTRICT, having an address of 2030 Swallow Hill Road, Pittsburgh, PA 15220, hereinafter referred to as "DISTRICT."

WHEREAS, IU1 has agreed to provide certain services to DISTRICT in exchange for payment by DISTRICT as more fully set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and with the intent to be legally bound hereby, the parties hereto agree as follows:

1. **Term:** The term of this Agreement shall begin on July 1, 2023, and it shall terminate on June 30, 2024. This Agreement **will not** automatically renew for a like term after the latter date.

2. **IU1 Costs and Services:** IU1 has notified DISTRICT in writing of the estimated cost of each program and/or service for the 2023-2024 school year, as more fully set forth in Appendix A. DISTRICT may select and receive such services and programs as needed, for the estimated cost set forth therein, by having its superintendent or his/her designee complete and sign Appendix B, the IU1 Classroom Enrollment Form.

3. **Payment for IU1 Services:** Payments from DISTRICT to IU1 under this Agreement shall occur as follows:

a. DISTRICT will pay IU1 the sum of the cost of each program and/or service in four installments in accordance with the following schedule:

INVOICE DATE	DESCRIPTION of INVOICING
August 15, 2023	The 1st invoice will be mailed in August and will be ¼ of the prior year's actual special education reconciliation costs.
October 30, 2023	The 2nd invoice, again equal to ¼ of the prior year's reconciliation, will be sent with the first quarterly reconciliation.
February 15, 2024	The 3rd invoice will be sent with the second quarter reconciliation. The 3 <sup>rd</sup> invoice will include any variance of payments made to actual costs as reflected in the second quarter reconciliation.
April 30, 2024	The 4 <sup>th</sup> invoice will be sent with the third quarter reconciliation. The 4 <sup>th</sup> invoice will include information obtained from the first, second and third quarterly reconciliations to make forecast estimates for the fourth and final quarter.
August 15, 2024	A final reconciliation will be performed in July of the prior year's actual costs. The final reconciliation will be sent to DISTRICT by mid-August.
<b>*All of the above payments shall be due 30 days from the invoice date</b>	

b. The parties shall reconcile any payments made during the term of this Agreement by August 31st of the following school year.

c. The payments to IU1 provided herein shall not be reduced if DISTRICT reduces the school year from 180 days to a lesser number of days.

4. **Payment for Continued IU1 Services:** In the event that DISTRICT fails to enter into a successor Agreement with IU1 for the school year(s) following the school year set forth in paragraph 1, but applicable Federal and/or State law requires IU1 to continue providing the same or similar services to DISTRICT as provided hereunder, DISTRICT agrees to pay IU1 for such services at the rates established by IU1 for the year(s) in which those services are provided.

5. **Compliance with Applicable Law:** IU1 will make all reasonable efforts to ensure that its employees and the special education programs and services it provides comply with all

requirements of Federal and State law. However, IU1 is not responsible for compliance with applicable laws or regulations which depend upon the performance or actions of any other individual or entity not employed by IU1. IU1 will provide leadership and encouragement to utilize best practices for assisting teachers, administrators, and students in life-long learning. 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 ("FAPE") in compliance with all applicable provisions of Federal and State law.

6. **Clearances:** IU1 shall ensure that all IU1 employees providing services pursuant to this Agreement shall have in effect applicable clearances, including, but not limited to, those required by Act 151 (Child Abuse History), Act 34 (Criminal History), Act 114 (Federal Criminal History), Act 24 (Arrest/Conviction Report and Certification), and Act 168 (Sexual Misconduct/Abuse Disclosure). In the event additional clearance(s) become mandated by Federal or State law during the term of this Agreement, IU1 shall provide such clearance(s) to DISTRICT, as requested.

7. **Relationship of Parties:** The parties acknowledge that IU1 is an independent contractor of DISTRICT. Any IU1 employee performing the services or programs set forth in paragraphs 2 or 4 of this Agreement is an employee of IU1 and not DISTRICT.

8. **Indemnity:** Each party to this Agreement shall defend, indemnify, and hold harmless the other, its Board members, administrators, employees, and agents against and from all costs, expenses, damages, injuries, or losses to which it/they may be subjected to by reason of any wrongdoing, misconduct, lack of care or skill, gross negligence, or default of this Agreement by the other party, its agents, employees, or assigns arising from this Agreement.

9. **Agreement Not Assignable:** This Agreement shall not be assigned by either party.

10. **Force Majeure:** In the event either party is unable to perform any of the respective obligations set forth in this Agreement by reason of “force majeure,” those obligations shall be suspended during, but no longer than, the continuance of the force majeure, and this Agreement shall remain in effect only during its term as set forth herein. The phrase “force majeure” shall include an act of God, strike, lockout, or other industrial disturbance, an act of the public enemy, war, terrorism, sabotage, insurrection, disease epidemic, disease pandemic, weather emergency or other act of nature, or any governmental delay.

11. **Governing Law:** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Proper venue for any claims arising under this Agreement shall be the Court of Common Pleas of Fayette County.

12. **Authorizations:** The parties represent that the officers set forth below are authorized to enter into this Agreement on behalf of their respective Boards.

13. **Entire Agreement:** This Agreement constitutes the entire agreement between IU1 and DISTRICT, and it shall supersede any prior verbal or written agreements and may not be amended except in writing signed by duly authorized representatives of both parties.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and  
year first above written.

(SEAL)  
ATTEST:

\_\_\_\_\_  
Secretary

INTERMEDIATE UNIT 1

BY \_\_\_\_\_  
Donald W. Martin, Executive Director

IU 1

BY \_\_\_\_\_  
Robert Mitchell, Board President

(SEAL)  
ATTEST:

\_\_\_\_\_  
Secretary

CHARTIERS VALLEY SCHOOL DISTRICT

BY \_\_\_\_\_  
\_\_\_\_\_  
Superintendent

DISTRICT

BY \_\_\_\_\_  
\_\_\_\_\_  
Board President

APPENDIX A  
INTERMEDIATE UNIT 1  
2023-2024  
SCHEDULE OF PROJECTED COSTS

SECTION A				
CLASSROOM COSTS (TUITION PROGRAMS) ESTIMATED		CLASS SIZE MAXIMUMS	AVERAGE DAILY MEMBERSHIP COST	
			ANNUALLY	DAILY
Learning Support (LS)	208,400	12	\$17,367	\$96.48
Emotional Support (ES)	248,309	12	\$20,692	\$114.96
Therapeutic Emotional Support (TES)	248,309	12	\$20,692	\$114.96
Life Skills Support (LSS)	248,309	12	\$20,692	\$114.96
Autistic Support (AS)	248,309	8	\$31,039	\$172.44
Multiple Disabilities Support Level 1 (MDS)	248,309	8	\$31,039	\$172.44
Comprehensive Therapeutic Emotional Support (CTES)			\$146.97 per day plus ACCESS	
ABOVE COSTS ARE BASED UPON AVERAGE DAILY MEMBERSHIP (ADM) AT MAXIMUM CLASS SIZES CLASSES WITH FEWER THAN ABOVE MAXIMUMS WILL BE ASSESSED A FEE EQUAL TO THE NUMBER OF FULL-TIME OR FRACTIONAL ADM'S TIMES THE ABOVE STATED RATE PER ADM (EXCEPTION CTES)				
ITINERANT CLASS COSTS ESTIMATED		UNIT	HOURLY COST	
Speech Language Pathologist		HOURLY	\$119.63	
Teacher of Visually Impaired		HOURLY	\$140.04	
Teacher of Deaf / Hard of Hearing		HOURLY	\$134.12	
ITINERANT SERVICES SHALL BE BILLED AT AN HOURLY RATE MULTIPLIED BY THE NUMBER OF HOURS, INCLUDING DIRECT, INDIRECT, AND TRAVEL, PROVIDED BY IU1 STAFF IN SERVICING DISTRICT STUDENTS HOURLY RATES ARE BASED UPON EACH ITINERANT'S RESPONSIBILITY FOR RECORDING 907.50 ANNUAL BILLABLE HOURS SPENT SERVICING DISTRICT STUDENTS THROUGH DIRECT, INDIRECT AND TRAVEL				
SECTION B				
PROGRAM UNIT ESTIMATED		SHARED SERVICE		NON-SHARED SERVICE
Psychologist		ANNUALLY	\$66,437	\$144,897
Social Worker		ANNUALLY	\$56,149	\$135,545
PARTICIPATION IN THE SHARED SERVICE PROGRAM CONSISTS OF 2 COMPONENTS. FIRST IS THE ANNUAL CONTRIBUTION PER SOCIAL WORKER OR PSYCHOLOGIST LISTED ABOVE. SECOND IS THE BASE CONTRIBUTION WHICH IS CALCULATED BY MULTIPLYING DISTRICT WADM TIMES A PARTICIPATION FACTOR (PF) PF - IS CALCULATED BY DIVIDING 50% OF ALL SW OR PSY COSTS BY WADM OF ALL PARTICIPATING DISTRICTS				
SECTION C				
ADDITIONAL SERVICES ESTIMATED		HOURLY COST PER POSITION		ANNUAL COST PER POSITION
Interpreter Services		ANNUALLY		\$65,983
Occupational Therapist		HOURLY	\$56.00	
Certified Occupational Therapist Assistant (COTA)*		HOURLY	\$46.00	
Physical Therapist		HOURLY	\$56.00	
Psychiatric Evaluations		HOURLY	\$300.00	
Audiologist		HOURLY	\$144.66	
One-to-One Instructional Assistant (IA)		ANNUALLY		\$39,909
Nursing Services (Agency Interpreters will be based on actual)			Billed at actual cost	
NOTES:				
* - Certified Occupational Therapist Assistant (COTA) services based on availability and appropriateness.				

**APPENDIX B**

**Intermediate Unit 1 Classroom Enrollment Form**

All special education paperwork must be completed by the sending school district prior to enrollment.

**Related Services/Program (Place an X next to service if appropriate.):**

Related Services		Program	
Occupational Therapy		Autistic Support	
Physical Therapy		Comprehensive TES	
Speech & Language Support		Learning Support	
Vision Support		Life Skills Support	
Hearing Support		Multi-disabilities Support	
Personal Care Assistant		Therapeutic Emotional Support	
Other (Please specify):		Other (Please specify):	

**Requested Program Location:** \_\_\_\_\_

**Student Demographics:**

Student Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Work Phone: \_\_\_\_\_

\_\_\_\_\_ Cell Phone: \_\_\_\_\_

\_\_\_\_\_ Email address: \_\_\_\_\_

**Student Information:**

PA Secure ID #: \_\_\_\_\_ Gender (M/F): \_\_\_\_\_

Primary Disability: \_\_\_\_\_

Secondary Disability: \_\_\_\_\_

**School Information:**

Referring School District: \_\_\_\_\_

Contact Person (LEA): \_\_\_\_\_ Phone/email: \_\_\_\_\_

\_\_\_\_\_Current Progress Reports Date:\_\_\_\_\_



**Student Risk Factors:**

Homeless	Yes _____	No _____	Unsure _____
In Foster Care System	Yes _____	No _____	Unsure _____
Family Abuse/Neglect	Yes _____	No _____	Unsure _____
Sexual Abuse	Yes _____	No _____	Unsure _____
Depression/Suicide Attempt(s)	Yes _____	No _____	Unsure _____
Pregnant/Teen Parent	Yes _____	No _____	Unsure _____
Parent Incarcerated	Yes _____	No _____	Unsure _____
Parent Unemployed	Yes _____	No _____	Unsure _____
Family Mental Health Problems	Yes _____	No _____	Unsure _____
Drug/Alcohol Involvement (Student or Family)	Yes _____	No _____	Unsure _____
Family Poverty	Yes _____	No _____	Unsure _____
Other (specify)	Yes _____	No _____	Unsure _____
_____			
_____			

AXIS I Diagnosis:

**Please include the following current documents:**

## Educational Records:

1. Psychological
2. Evaluation/reevaluation
3. Individual Education Plan
4. NOREP
5. Report Card
6. Disciplinary Records

## Health Records:

1. Immunization records

## Other:

1. Legal Documents  
(Custody, educational  
rights, etc.)

\_\_\_\_\_  
District LEA Signature\_\_\_\_\_  
Title\_\_\_\_\_  
Date

## IU 1 Use Only

Date Received: \_\_\_\_\_

Date Reviewed: \_\_\_\_\_

Reviewed By: \_\_\_\_\_

Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_