

## **EDUCATIONAL SERVICES AGREEMENT**

Made this \_\_\_\_\_ day of \_\_\_\_\_, 2024,

### **BETWEEN**

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

### **AND**

[NAME OF DISTRICT], an educational institution organized pursuant to the Code, having an address of [ADDRESS OF DISTRICT], 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, 2024, and it shall terminate on June 30, 2025. 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 2024-2025 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, 2024	The first invoice will be mailed in August and will be ¼ of the prior year's actual special education reconciliation costs.
November 29, 2024	The second invoice, again equal to ¼ of the prior year's reconciliation, will be sent with the first quarterly reconciliation.
February 17, 2025	The third 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.
May 30, 2025	The fourth 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 29, 2025	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, if requested. DISTRICT further reserves the right to terminate the services being provided to it by an IU1 employee who fails to satisfy the clearances requirements of this Paragraph or is arrested or convicted of an applicable crime as set forth in Section 111 of the Code, 24 P.S. §1-111.

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 of Directors.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

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

IU 1

(SEAL)  
ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_ DISTRICT

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

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

DISTRICT

**APPENDIX A  
INTERMEDIATE UNIT 1  
2024-2025  
SCHEDULE OF PROJECTED COSTS**

<b>SECTION A</b>					
			<b>CLASS SIZE</b>	<b>AVERAGE DAILY MEMBERSHIP COST</b>	
<b>CLASSROOM COSTS (TUITION PROGRAMS) ESTIMATED</b>			<b>MAXIMUMS</b>	<b>ANNUALLY</b>	<b>DAILY</b>
Learning Support (LS)		220,027	12	\$18,336	\$101.86
Emotional Support (ES)		259,974	12	\$21,665	\$120.36
Therapeutic Emotional Support (TES)		259,974	12	\$21,665	\$120.36
Life Skills Support (LSS)		259,974	12	\$21,665	\$120.36
Autistic Support (AS)		259,974	8	\$32,497	\$180.54
Multiple Disabilities Support Level 1 (MDS)		259,974	8	\$32,497	\$180.54
Comprehensive Therapeutic Emotional Support (CTES)				\$153.15 per day plus ACCESS	
<b>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)</b>					
<b>ITINERANT CLASS COSTS ESTIMATED</b>			<b>UNIT</b>	<b>HOURLY COST</b>	
Speech Language Pathologist			HOURLY	\$95.99	
Teacher of Visually Impaired			HOURLY	\$137.89	
Teacher of Deaf / Hard of Hearing			HOURLY	\$131.13	
<b>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</b>					
<b>SECTION B</b>					
<b>PROGRAM UNIT ESTIMATED</b>				<b>SHARED SERVICE</b>	<b>NON-SHARED SERVICE</b>
Psychologist			ANNUALLY	\$67,730	\$146,912
Social Worker			ANNUALLY	\$59,382	\$137,755
<b>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</b>					
<b>SECTION C</b>					
<b>ADDITIONAL SERVICES ESTIMATED</b>				<b>HOURLY COST PER POSITION</b>	<b>ANNUAL COST PER POSITION</b>
Interpreter Services			ANNUALLY		\$66,901
Occupational Therapist			HOURLY	\$57.50	
Certified Occupational Therapist Assistant (COTA)*			HOURLY	\$47.50	
Physical Therapist			HOURLY	\$57.50	
Psychiatric Evaluations			HOURLY	\$275.00	
Audiologist			HOURLY	\$147.50	
Extra Service			HOURLY	\$62.29	
One-to-One Instructional Assistant (IA)			ANNUALLY		\$39,896
Nursing Services (Agency Interpreters will be based on actual)				Billed at actual cost	
<b>NOTES:</b>					
* - <i>Certified Occupational Therapist Assistant (COTA) services based on availability and appropriateness.</i>					

**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.):**

<b>Related Services</b>		<b>Program</b>	
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: \_\_\_\_\_

Student Home School District: \_\_\_\_\_

Student Home School: \_\_\_\_\_

District Where Parent/Guardian Reside: \_\_\_\_\_

Language Spoken: \_\_\_\_\_ Economically Disadvantaged: \_\_\_ Yes \_\_\_ No

Ethnicity: \_\_\_\_\_ ESL Services: \_\_\_ Yes \_\_\_ No

Current Grade: \_\_\_\_\_ Date Enrolled in 9<sup>th</sup> Grade: \_\_\_\_\_ District Enrollment Date: \_\_\_\_\_

State Enrollment Date: \_\_\_\_\_ US Enrollment Date: \_\_\_\_\_

Current Educational Placement: General Education: \_\_\_\_\_

Special Education: \_\_\_\_\_

Other (specify): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Parent Notification of Pending Placement: \_\_\_ Yes \_\_\_ No

Method and Date of Contact: \_\_\_\_\_ Conference Date: \_\_\_\_\_

\_\_\_\_\_ Phone Call Date: \_\_\_\_\_

\_\_\_\_\_ Other (specify) Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Required Special Education Information:**

**Attach all documents or ensure IEPWriter access for IU1 Case Manager:**

\_\_\_\_\_ Evaluation Report (ER) or Reevaluation Report (RR) reflecting change in placement. Date: \_\_\_\_\_

\_\_\_\_\_ Invitation to IEP meeting addressing change in placement. Date: \_\_\_\_\_

\_\_\_\_\_ Individualized Education Program (IEP) reflecting change in placement. Date: \_\_\_\_\_

\_\_\_\_\_ Notice of Recommended Placement (NOREP) Date: \_\_\_\_\_

\_\_\_\_\_ Positive Behavior Support Plan (PBSP) Date: \_\_\_\_\_

\_\_\_\_\_ 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

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 IUI Use Only

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

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

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

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

