

## ALLEGHENY INTERMEDIATE UNIT SERVICES AGREEMENT – 2022-2023

This Services Agreement (“Agreement”) is made this 1<sup>st</sup> day of July, 2022, by and between the ALLEGHENY INTERMEDIATE UNIT (“AIU”), and the \_\_\_\_\_ (“District/School”) (collectively, “Parties”).

**WHEREAS**, the AIU is a regional education service agency that provides specialized services to Allegheny County’s 42 suburban school districts, five career and technical schools, charter schools and numerous other organizations throughout the area; and

**WHEREAS**, the District/School wishes to receive certain services from the AIU in exchange for agreed-upon fees; and

**WHEREAS**, this Agreement does not obligate the District/School to purchase any particular service from the AIU, but pertains to services that the District/School chooses to receive; and

**WHEREAS**, the Parties wish to memorialize the terms of their agreement.

**NOW, THEREFORE**, for good and adequate consideration and with the intent to be legally bound, the Parties agree as follows.

1. **Scope.** The terms of this Agreement, while in effect, shall apply to the AIU’s provision of services to the District/School and shall be deemed to be incorporated into all of the Parties’ contemporaneous and subsequent agreements through which the AIU provides services and the District/School receives such services. To the extent the terms of this Agreement and those of a contemporaneous or subsequent agreement conflict, the terms of the other agreement shall control.

2. **Duration.** This Agreement is effective through June 30, 2023, subject to prior termination in accordance with Paragraph 13 hereof.

3. **Services Guide; Pricing.** 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 AIU’s 2022-2023 Services Guide (“Services Guide”). Fees for programs not listed in the Services Guide will be determined on a case-by-case basis, subject to approval by the governing boards of the District/School and the AIU. 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.

4. **Invoicing; Payment.** 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. The AIU may apply a late payment charge of 1% per month on any unpaid balance more than sixty (60) days past due, retroactive to the invoice date.

The District/School will be invoiced in accordance with the Services Guide. 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; 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 requested by the District/School as listed in the Services Guide. Further, in the event schools are closed on account of contagious disease, the destruction or damage of a school building by fire or other causes during the term of this Agreement, the District/School agrees to pay the AIU the greater of (1) an amount necessary to pay the salaries and fringe benefits of the teachers, as defined by the Public School Code, engaged by the AIU to provide services to the District/School as requested or (2) such amount required by the Public School Code, as it may be amended, or other applicable law.

5. **Special Education Services.** Any special education services requested by the District/School and provided by the AIU shall be governed by Addendum A: Special Education Services, attached hereto and incorporated herein by reference as though set forth in full.

6. **Compliance With Applicable Law.** The AIU shall ensure that its services 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 represents and warrants that it and its employees, agents or personnel providing services pursuant to the terms of this Agreement possess the skills, qualifications, experience, licenses and certifications necessary to perform adequately such services. The AIU shall comply with all federal and state laws regarding the confidentiality of educational records of District/School students, including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and its implementing regulations (34 C.F.R. Part 99) and 22 Pa. Code §§12.31-12.33. The District/School shall provide such action, assistance or cooperation as required to ensure that students receive services in compliance with state and federal law.

7. **Clearances.** With respect to all individuals providing services to the District/School on behalf of the AIU except those having no direct contact with children, the AIU shall ensure that such individuals provide to the AIU the following clearances in accordance with legal requirements:

- a. A Pennsylvania State Police report of criminal history record information as required by Act 34, 24 P.S. § 1-111(b);
- b. A Federal criminal history record as required by Act 114, 24 P.S. § 1-111(c.1); and

- c. A certification from the Pennsylvania Department of Human Services as to whether the individual is named as an alleged perpetrator or perpetrator of child abuse, as required by Act 151, 23 Pa. C.S. § 6344(a.1), (b.2).

Further, the AIU shall ensure that it and such individuals shall comply with the employment history review provisions of Act 168, 24 P.S. § 1-111.1, and the child abuse recognition and reporting training requirements of Act 126, 24 P.S. § 12-1205.6.

8. **Relationship of the Parties.** The Parties acknowledge that the AIU is an independent contractor of the District/School and that all individuals providing services under this Agreement are employees or independent contractors of the AIU and not the District/School. Nothing contained in this Agreement will be deemed to create an employment, agency, joint venture or partnership relationship between the District/School and the AIU or any of their respective agents or employees, or any other legal arrangement that would impose liability upon one party for an act or a failure to act of the other party. Neither the District/School nor the AIU will have any express or implied power to enter into any contracts or commitments or to incur any liabilities in the name of, or on behalf of, the other party, or to bind the other party in any respect whatsoever without the other party's prior written consent.

9. **Liabilities.** Subject to any immunities provided by the Political Subdivision Tort Claims Act or other law, 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. 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. **No Third-Party Beneficiaries.** This Agreement is entered into for the sole benefit of the District/School and the AIU. No other parties are intended to be direct or incidental beneficiaries of this Agreement, and no third party shall have any right in, under or to this Agreement.

11. **Assignment.** Neither this Agreement nor any of the rights, benefits or obligations hereunder may be assigned or delegated (whether by operation of law or otherwise) without the prior written consent of the other party.

12. **Force majeure.** The AIU will not be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion or generalized lack of availability of energy.

13. **Termination.** Either Party may terminate this Agreement and any services provided hereunder with at least 60 days' prior written notice. Individual services provided hereunder may be terminated with less than 60 days' notice if mandated by an Individualized

Education Program (“IEP”) or an order of a hearing officer, the Secretary of Education or a court of competent jurisdiction.

14. **Governing Law; Venue.** This Agreement shall be construed and governed by the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue for all purposes shall be in courts of competent jurisdiction sitting in Allegheny County, Pennsylvania.

15. **Interpretation.** In any proceeding of any type or kind in which this Agreement or its terms shall be reviewed, construed, or brought into issue in any manner, the Parties hereby agree that this Agreement shall be construed as if jointly prepared, written and typed by the Parties. It is agreed that the covenants of this Agreement are severable, and that if any word, phrase, clause(s), sentence(s), paragraph(s) shall be found unenforceable, the entire Agreement shall not fail but shall be construed and enforced without the severed language in accordance with the tenor of this Agreement.

16. **Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed an original and all of which, taken together, shall constitute one and the same instrument, even though both Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Agreement by electronic means. Each of the Parties agrees that the delivery of the Agreement by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Agreement by both Parties to the same extent as an original signature.

17. **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, with respect to the subject matter hereof; and shall be modified only in a writing approved by the Parties’ respective governing boards.

**IN WITNESS WHEREOF**, the parties have signed this Agreement on the dates shown below, intending to be legally bound hereby.

**ALLEGHENY INTERMEDIATE UNIT**

**DISTRICT/SCHOOL**

By: \_\_\_\_\_  
President, Board of Directors

By: \_\_\_\_\_  
President, Board of Directors

Attest:

Attest:

By: \_\_\_\_\_  
Secretary, Board of Directors

By: \_\_\_\_\_  
Secretary, Board of Directors

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

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

## ALLEGHENY INTERMEDIATE UNIT SERVICES AGREEMENT – 2022-2023

### ADDENDUM A: SPECIAL EDUCATION SERVICES

1. **Services Provided.** For the 2022-2023 school year, the Allegheny Intermediate Unit (AIU) shall provide and operate, for the benefit of students assigned by the District/School, the special education services and programs delineated in the AIU Special Education Plan (“Plan”), as approved by the Department of Education, by furnishing the following:

- a. Professional and support staff, as required to implement the Plan in accordance with all applicable provisions of state and federal law;
- b. Administrative, supervisory and clerical staff as required to effectively and efficiently implement the Plan and this Agreement;
- c. Such supplies, equipment and other materials as necessary to implement the Plan and as mutually agreed upon by the Parties;
- d. Such classrooms and 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
- e. Any other personnel, facility, material or service mutually agreed upon by the Parties, subject to approval by their respective governing boards.

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; School-Based Educational Services at the AIU-operated Mon Valley, Pathfinder and Sunrise Schools; District-Based Classrooms; Speech/Language-Impaired Support; Pupil Personnel Services; and Occupational and Physical Therapy.

2. **Programs Provided on District/School Premises.** For special education programs and services provided by the AIU on premises owned or leased by the District/School, the District/School shall provide the following:

- a. Classroom and other space necessary for the provision of services;
- b. Assistance, cooperation and participation of District/School administrative, professional and support staff in the development and implementation of accommodations, supplementary aids 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

- c. Any other personnel, facility, material or service mutually agreed upon by the Parties, subject to approval from their respective governing boards.

3. **Multidisciplinary Evaluation and IEP Development.**

- a. **For Students Receiving AIU Services on District Premises.** The District/School, in cooperation with the AIU, shall conduct student Multidisciplinary Evaluations (“MDEs”) and Re-evaluations (“RRs”) and develop Individualized Education Programs (“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.
- b. **For Students Receiving Services in AIU-Operated Schools.** 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 a free appropriate public education (“FAPE”). Therefore, the District/School will participate in the development of MDEs, RR and IEPs that outline specially designed instruction, accommodations and supplementary aids and services for students.
- c. **For All Students Receiving AIU Services.** Specially designed instruction, accommodations, supplementary aids and services required by any IEP or any order of a hearing officer, appeals panel, the Secretary of Education or court and beyond the scope of the programs and services enumerated in the Plan shall be provided as mutually agreed upon by the Parties, subject to approval by their respective governing boards. In such instances, the AIU administration will work with the District/School as LEA in identifying the appropriate service. The District/School agrees that the AIU shall not be liable to the District/School on account of a hearing officer’s or court’s determination that an IEP does not provide FAPE.

*[Continued on next page]*

4. **Tuition; Fees for Speech, Hearing and Vision Services.** Tuition for the AIU-Operated Special Education Schools and fees for speech, hearing and vision services will be invoiced and paid in installments according to the schedule below:

Invoice Date	Services Billed: School Tuition and Fees for Speech, Hearing and Vision	Based on Data* As Of
September 15, 2022	Services anticipated for August through October	September 1, 2022
November 15, 2022	Services anticipated for November through December, <i>plus adjustments relative to September billing</i>	November 1, 2022
January 17, 2023	Services anticipated for January through February, <i>plus adjustments relative to November billing</i>	January 1, 2023
March 15, 2023	Services anticipated for March through April, <i>plus adjustments relative to January billing</i>	March 1, 2023
May 15, 2023	Services anticipated for May through June, <i>plus adjustments relative to March billing</i>	May 1, 2023
June 15, 2023	Final invoice reconciling payments with the actual final 2022-2023 special education database, verified in June; may result in a credit to the District/School or payment due to the AIU, exclusive of the special education school reconciliation.	June 2023

\* Refers to student information in the AIU special education database.

**NOTE:** Services requested by the District/School after the review of the special education database as of September may result in additional invoices.

*[Continued on next page]*

5. **Reconciliation for AIU-Operated Special Education Schools.** Because of the fluctuating nature of student enrollment at the AIU-operated special education schools, it is agreed that the overall operating cost for each school will be continuously monitored to determine whether revenue and expenses are in alignment with budgeted projections. The parties agree that at the conclusion of the 2022-2023 school year, the AIU will perform a reconciliation of its special education school revenues and expenses for the entire school year. If the AIU revenues from the school 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’s expenses incurred in its school programs 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. The reconciliation process will be conducted as follows:

Date	AIU-Operated Special Education School Review and Reconciliation
August 15, 2023	Final reconciliation of 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 the AIU
September 1, 2023	District/School payment to the AIU for the pro-rata share of excess expenses, <b>and/or</b> ...
January 31, 2024	AIU credit issued to the District/School for the pro-rata share of excess revenues

Any District/School due to receive a reconciliation credit and having open balances payable to the AIU greater than 60 days past due will have the credit applied to open balances or withheld until payment is received, as appropriate.



## **NON-DISCRIMINATION STATEMENT**

The Allegheny Intermediate Unit is an equal opportunity education institution and will not discriminate on the basis of race, color, age, creed, religion, sex, sexual orientation, gender identity or expression, ancestry, place of birth, national origin, marital status, familial status, genetic information, pregnancy, handicap/disability, status as a handler or trainer of support or guide animals, or any other legally protected characteristic in its educational programs, services, facilities, activities or employment practices as required by Title IX of the 1972 Educational Amendments, Title VI and VII of the Civil Rights Act of 1964, as amended, Section 504 Regulations of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1975, Section 204 Regulations of the 1984 Carl D. Perkins Act, the Americans with Disabilities Act, the Pennsylvania Human Relations Act, or any other applicable federal, state, or local law. Any person who believes that s/he has been subjected to discrimination shall report all incidents of such conduct to Erin Koebel, Director of Human Resources and Labor Relations, Title IX Coordinator, Allegheny Intermediate Unit, 475 East Waterfront Drive, Homestead, PA 15120. 412-394-5957 erin.koebel@aiu3.net.