

2019-2020 TUITION AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and between The School District of Pittsburgh, also referred to as the Pittsburgh Public Schools (hereinafter "PPS"), with an address of 341 S. Bellfield Avenue, Pittsburgh, PA 15213,

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Chartiers Valley School District, with an address of 2030 Swallow Hill Road, Pittsburgh, Pennsylvania 15220

WHEREAS, the PPS Program for Students with Exceptionalities welcomes the opportunity to educate [redacted] in our Pittsburgh Pioneer program for the 2019-20 school year; and

WHEREAS, Chartiers Valley School District has confirmed that [redacted] requires Multiple Disabilities Support.

THEREFORE, with the intent to be legally bound hereby, the parties agree as follows:

1. **Term.** Program dates for the 2019-20 school year are as follows August 26th, 2019 to June 12th, 2020. Final program date may be adjusted due to school closures for inclement weather throughout the school year, and School District will be notified of adjustments should they occur.

2. **Placement and Services.** The School District of Pittsburgh shall provide educational services to [redacted] through its Pittsburgh Pioneer Program for the 2019-20 school year. [redacted] parent has agreed to placement in the program and has so indicated on a Notice of Recommended Educational Placement (NOREP).

3. **LEA Designation.** Chartiers Valley School District is the Local Education Agency (LEA) as defined by 34 C.F.R. 300.28. Chartiers Valley School District designates its contact person listed in Paragraph 14 as the LEA representative, who shall communicate with PPS on matters material to the implementation of special education and related services to _____ without delay. The LEA representative or his/her designee shall attend each IEP Team meeting for _____.

4. **Payment of Tuition.** Chartiers Valley School District agrees to pay PPS annual tuition in the amount of \$39,600.00. Chartiers Valley School District will remit payment within thirty (30) days of receipt of invoice(s) sent by PPS. Payment shall be remitted to the Program for Students with Exceptionalities at the address provided in Paragraph 14.

5. **Day-to-Day Transportation.** Chartiers Valley School District shall be responsible for providing _____ transportation to and from the Pittsburgh Pioneer program for the term of Agreement.

6. **Off-Site Services and Related Mid-Day Transportation.** Chartiers Valley School District understands that outside facility-based services (such as transition services) and any related mid-day transportation is not included in the tuition amount outlined in Paragraph 4. If Chartiers Valley School District requests such services/transportation and PPS agrees, Chartiers Valley School District must arrange with outside facilities to directly remit payment for those services. PPS will document and invoice Chartiers Valley School District for any mid-day transportation provided by PPS.

7. Additional Fees Based on Student Need

The parties agree that additional tuition costs will be incurred for individual students only when implementation of student IEPs and service agreements requires additional resources beyond those otherwise currently deployed for placements within PPS.

In addition to the base tuition rate defined in paragraph four (4) of this Agreement, PPS will invoice costs for the following services to Chartiers Valley School District, should they require additional resources beyond those otherwise currently deployed within PPS, on a prorated monthly basis, which may include the following services:

- a. Speech and Language
- b. Occupational Therapy
- c. Physical Therapy
- d. Psychological, Counseling and Social Work Services
- e. Assistive Technology
- f. Nursing Services
- g. Personal Care Services
- h. Orientation, Mobility and Vision Services
- i. Deaf and Hearing-Impaired Services
- j. Transition Services (inclusive of rehabilitation counseling, transition consultation, transition assessment, job coaching, travel training, and other transition services)

8. Compliance. Chartiers Valley School District and PPS agree to comply with all applicable state and federal laws, including but not limited to criminal background and child abuse clearances for all individuals having contact with students, as well as confidentiality requirements. Chartiers Valley School District will fully comply with applicable regulations and guidelines of state and federal agencies and will provide evidence of such compliance to PPS as reasonably requested by PPS.

9. Confidentiality. Chartiers Valley School District and PPS shall comply with the requirements of the Family Educational Rights and Privacy Act (FERPA), 20

U.S.C. §1232g. et seq., and its implementing regulations, 34 CFR Part 99, as amended. Chartiers Valley School District and PPS agree to execute any confidentiality agreements necessary for it to complete services under this Agreement.

10. **Indemnification.** Chartiers Valley School District shall protect, defend, indemnify, and hold PPS harmless from and against any and all costs, expenses (including reasonable attorney's fees), liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind arising out of or in any way connected with PPS's acts under this Agreement.

11. **Termination.** Either party has the right to terminate this Agreement upon sixty (60) days written notice to the other party. PPS has the right to terminate immediately if tuition payment as described in Paragraph 4 and paragraph 7 are not received in the time specified. Chartiers Valley School District has the right to terminate this agreement for a material breach of the terms of service, if Chartiers Valley School District provides written detailed notice of the breach and PPS has not cured the identified breach within thirty (30) days.

12. **Policies and Procedures.** Chartiers Valley School District agrees that [redacted] shall be subject to PPS policies and procedures, including the Code of Student Conduct, while attending the program. PPS reserves the right to terminate Wael Al Younes enrollment for violation of its policies, procedures, or the Code of Student Conduct. PPS shall provide notice to Chartiers Valley School District prior to any such termination.

13. **Entire Understanding.** This Agreement constitutes the entire and sole understanding between the parties with respect to the subject matter hereof and

supersedes any prior written agreement and any prior, contemporaneous or subsequent oral understanding, with respect to the subject matter hereof.

14. **Modification or Amendment.** This Agreement may not be changed, modified, discharged or extended except by written amendment duly executed by the parties hereto.

15. **Notices.** Any notices and other communications provided hereunder shall be made or given hereunder by either party by facsimile or email as set forth below or delivered by hand or by mail to the party at the address set forth below:

FOR PPS:

Ann Hinkson-Herrmann
Executive Director – Program for Students with Exceptionalities
School District of Pittsburgh
2323 Brighton Road
Pittsburgh, PA 15212
Phone: 412-529-3149
Email: aherrmann@pghschools.org

FOR Chartiers Valley:

Dr. Amy Wodnicki
Special Education Coordinator
Chartiers Valley School District
2300 Swallow Hill Road
Pittsburgh, PA 15220
Phone: 412-854-8410

16. **Governing Law.** This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania.

17. **No Third-Party Beneficiaries.** The parties do not intend that any third party have any rights as a third-party beneficiary of this Agreement.

18. **Severability.** If any portion of this Agreement is to be void, invalid or otherwise unenforceable, in whole or part, the remaining portions of this Agreement

shall remain in effect.

19. **Headings.** The article and section headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of the Agreement or in any way effect its provisions.

IN WITNESS WHEREOF, the parties hereto set their hand(s) and seal(s) the date first above.

WITNESS:

SCHOOL DISTRICT

By: _____

President

ATTEST:

Secretary

SCHOOL DISTRICT OF PITTSBURGH

By: _____

President

APPROVED AS TO FORM:

Ira Weiss, Esquire

Date of Board Approval: _____