



Allegheny Intermediate Unit

Educational Opportunities • Innovative Solutions • Leadership Excellence

**ALTERNATIVE EDUCATION PROGRAM
EDUCATIONAL SERVICES AGREEMENT for Allegheny County School
Special Education District and Regular Education District Contract -
School Year 2016-2017**

The agreement is made this date, October 17,16, by and between the ALLEGHENY INTERMEDIATE UNIT (“AIU”), and the Shaler (School District), intending to be legally bound hereby, for the provision by the AIU to the District of educational services.

1. Services Provided by AIU

The AIU shall provide for the benefit of Shaler (School District), alternative education in accordance with the Allegheny Intermediate Unit, CSW (AEP Site) plan, as follows:

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

2. District Responsibilities

- (a) Fully inform the AIU of any special health or medical concerns concerning the student.
- (b) Transportation for the student to and from the AIU Program site will be provided or transportation costs will be paid by the District.
- (c) The student shall remain enrolled in the School District.

- (d) Proof of parental approval to send the student to the program is required before services to the student commence.
- (e) The District shall identify the criteria for the selection of students who are eligible for assignment to the AIU program.
- (f) For a special education student, the student's needs identified in the IEP as developed by the District for a student will determine if the AIU is able to accept the student.
- (g) The District shall 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.
- (h) The District shall 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.
- (i) The District shall accept the credits earned by the student while in attendance at the AIU program and agrees that upon successful completion of the program the student will be promoted and/or graduated as appropriate.
- (j) The District shall 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.
- (k) For special education students, the District agrees that at all times the District remains 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 each student's contract period, and prior to June 30th, an invoice will be prepared and sent to the District.
- (b) For a regular education student, the fee will be \$56.00 per day session that the student is enrolled.
- (c) For a special education student, the fee will be \$72.00 per day session the student is enrolled.
- (d) The total charge to the District will be calculated by multiplying the number of day sessions the student was enrolled by the applicable fee. Enrollment days will be determined using the AIU Program calendar, unless otherwise stipulated.
- (e) Payment shall be made by the 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 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 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 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

The parent/guardian must attend a pre-placement meeting with AIU Program staff to clarify the educational goals, plan, and behavioral expectations and agree to the program placement.

7. Termination of Agreement

Either party may terminate this Agreement upon ten (10) days prior written notice.

School District

By _____

Title _____

Date _____

Allegheny Intermediate Unit

By _____

Title _____

Date _____

AGREEMENT

Shaler School District
And
MHY Family Services

Shaler School District and MHY Family Services enter into this Agreement for the period School Year 2016-2017 in order to define the requirements under which Shaler School District will use the Private Academy Program provided by MHY Family Services as to meet the educational needs of students referred by Shaler School District.

I. General

1. Longmore Academy is an Approved private Academy whose programs are approved by the Pennsylvania Department of Education as of February 4, 2011.
2. Longmore Academy is the Approved Private Academy program operated by MHY Family Services that is approved by the Pennsylvania Department of Education as an Approved Private Academy. A copy of the license of the Approved Private Academy shall be filed at the administrative offices of Shaler School District.
3. Longmore Academy is located on the campus of MHY Family Services. The address of Longmore Academy is 521 Route 228, Mars, Pennsylvania 16046.

II. Facilities

1. Longmore Academy is housed in a 10,000 square foot building that was constructed in 2000. Longmore Academy conforms to fire and panic requirements of the Commonwealth of Pennsylvania and of Adams Township, a political subdivision of the County of Butler.
2. It shall be the responsibility of MHY Family Services to maintain Longmore Academy in good working order, to maintain fire and panic approvals, and to keep the facility clean and safe so as to promote an environment that is conducive to learning.

III. Environmental Health and Safety

1. Longmore Academy is in compliance with health, physical welfare and safety requirements for students as prescribed by the Commonwealth of Pennsylvania's Department of Environmental Protection.

IV. Food Service

1. MHY Family Services operates a food service and contracts with Metz Inc. to provide the food. The cafeteria is located in a building that is separate from Longmore Academy. The food service building is located on the grounds of MHY Family Services and is a short distance from Longmore Academy. The food service that is operated by MHY Family Services will be used by students that attend Longmore Academy. The food service that is operated by MHY Family Services is inspected and approved by the Pennsylvania Department of Agriculture. The kitchen and cafeteria facilities of MHY Family Services meet all state and local statutes regarding food safety and sanitation.

1. The cost for the food service is not included in the tuition rate of Longmore Academy. The cost to the student is based upon use of the service by the student. Payment for the cost of the food service for those students who attend Longmore Academy and who use the food service shall be the responsibility of the student unless the student qualifies for food service subsidy as made available by the National School Lunch Program. When a student qualifies for food service subsidy, MHY Family Services shall submit documentation to the National School Lunch Program in order to receive reimbursement.

V. School Staffing

1. The employees of MHY Family Services who work at Longmore Academy meet the requirements as stipulated in the guidelines issued by the Pennsylvania Department of Education for private academy education institutions. The requirements include:
- a) Employees must be of good moral character.
 - b) Employees must be at least 18 years of age.
 - c) Employees have been examined by a physician prior to employment, have tests done for tuberculosis and possess a statement from a physician that verifies the examination and the statement is on file with the private alternative education institution.
 - d) Employees have either citizenship in the United States or hold a United States Immigration Service visa that provides authorization for residency and employment within the United States.
 - e) Employees possess both a Criminal History Record clearance check as required by 24 P.S., section 1-111 and a Pennsylvania Child Abuse History clearance check as required by 23 P.S., section 6354.

VI. Student Enrollment/Attendance

1. It shall be the responsibility of Longmore Academy to maintain records of students' enrollment and attendance in order to fulfill the requirements of Shaler School District and to provide such records to Shaler School District. Longmore Academy shall comply with the

Family Educational Rights and Privacy Act, its regulations as well as applicable state statutes and regulations regarding the confidentiality of educational records.

2. Longmore Academy shall comply with pupil attendance provisions under Chapter 11 of the State Board of Education Regulations.

VII. Student Records

1. It shall be the responsibility of Longmore Academy to maintain complete, accurate and detailed records on each student that includes but is not limited to the number of hours of instruction in each curricular subdivision, scholastic achievement, test scores, grades, and data on discipline, student health, student attendance, and co-curricular activities. Furthermore, it shall be the responsibility of Longmore Academy to provide information from student records to Shaler School District according to an agreed upon protocol to be established between the parties.

VIII. Transportation

1. Shaler School District shall be responsible for providing transportation to and from Longmore Academy for students that reside in Shaler School District who attend Longmore Academy and are not residents of MHY Family Services. The school buses that are used by Shaler School District shall meet the same requirements as those that are used to transport all school children in accord with 67 Pa. Code Chapter 171.

IX. Requirements under Safe Schools

1. Longmore Academy agrees to comply with the provisions contained in Article X111-A of the Pennsylvania School Code. The policy adopted by Longmore Academy regarding compliance with Article X111-A of the Pennsylvania School Code is attached to the Agreement as Exhibit B and made a part of the Agreement. Shaler School District shall require Longmore Academy to maintain and file reports with Shaler School District regarding any of the following for any student that is the responsibility of Shaler School District.
 - a) All new incidents involving acts of violence, possession of a weapon or possession, use or sale of controlled substances, or possession, use or sale of alcohol or tobacco by any persons on school property. Shaler School District shall be responsible in turn to report these incidents to the Department of Education pursuant to 24 P.S. 13-1303-AS
 - b) The arrangements with local law enforcement that sets forth the procedures to be followed when an incident involving an act of violence occurs on site of Longmore Academy.
 - c) All incidents of violence, incidents involving possession of a weapon and convictions or adjudication of delinquency for acts committed on the site of Longmore Academy pursuant to 24 P.S. 13-1307-A.

X. School Health Services

1. Shaler School District shall be responsible for the provision of school health services as provided for under Article 14 of the Pennsylvania School Code for students who attend Longmore Academy for whom Shaler School District has the responsibility for the provision of education. The provision of school health services under Article 14 will be coordinated between Longmore Academy and Shaler School District.

XI. Academic Standards and Assessment

1. Longmore Academy shall comply with academic standards under Chapter 4 of the Pennsylvania Department of Education regulations in full unless Shaler School District has been granted approval for specific waivers by the Pennsylvania Department of Education.

XII. Special Education Services and Programs

1. The educational program provided by Longmore Academy includes provisions for the delivery of special education services. Longmore Academy shall conform to the provisions of Chapter 14 of the State Board of Education Regulations, Chapter 342 of the Department of Education Standards for students that require special education services, and the provisions defined in IDEA or 20 U.S.C. 1041(3). Further, Longmore Academy agrees to comply with all federal and state special education statutes and regulations as they apply to Shaler School District. The needs identified in the Individual Education Plan (IEP) for a student will determine if Longmore Academy will be able to accept the student.
2. In the event that Longmore Academy violates any federal or state statute or regulation and the Shaler School District is held to be financially liable for said violation(s), Longmore Academy agrees to indemnify and hold harmless Shaler School District from any and all liability including, but not limited to the cost of compensatory education, attorney's fees and court costs.

XIII. Identification of Eligible Students

1. Shaler School District will select students who are eligible for assignment to Longmore Academy through school district procedures and under the requirements of IDEA in the event the students receive special education services.

XIV. Insurance Requirements

1. MHY Family Services shall procure and maintain insurance from at least a class "BBB" liability insurance provider and carrying an aggregate limit of \$5,000,000.00 and a

\$1,000,000.00 limit per occurrence. MHY Family Services shall procure and maintain insurance covering the performance of services rendered under this Agreement insurance coverage that includes Workers' Compensation and Employers' Liability, Automobile Liability, and Professional Liability and shall obtain any other insurance coverage as may be required by law All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers that are licensed to do business in the Commonwealth of Pennsylvania.

XV. Assignability

- a. MHY Family Services shall not assign any rights or responsibilities under this Agreement without prior written approval from Shaler School District.

XVI. Jurisdiction and Venue

- a. The within Agreement was negotiated, drafted and executed in Butler County, Commonwealth of Pennsylvania, and the parties do hereby acknowledge and agree that all matters pertaining to the Agreement shall be heard in a court of law located in Butler County, Commonwealth of Pennsylvania, and in no other jurisdiction or venue.
- b. MHY Family Services and the Shaler School District agree that this agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

XIX. Contract Termination Provisions

1. If either party fails to fulfill in a timely or proper manner its obligations under this Agreement, or if either party violates any of the covenants or stipulations of this Agreement, the party injured thereby shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date of such termination. A notice of termination of no less than sixty (60) days shall be given. In the event of termination, all finished or unfinished documents, data, studies, photographs and reports or other materials prepared by MHY Family Services under this agreement, shall, at the option of Shaler School District, become its property, and MHY Family Services shall be entitled to receive compensation for any satisfactory work completed on such documents and other material.
2. All contractual matters relating to the provision of the service by MHY Family Services shall, upon termination by either party, be settled within sixty (60) days of the date of termination by the rendering of a bill marked "final bill" by MHY Family Services to Shaler School District.

XX. Payment Provision

1. Shaler School District agrees to the following payments provisions for all students placed at Longmore academy

1. Attachment B is the rate schedule for the purchase of desks prior to August 1. Purchasing desks prior to August 1st will decrease the daily cost of each desk depending on how many desks Shaler School District purchases.
2. Attachment C states the daily rate if Shaler School District does not choose to purchase desks prior to August 1st. Attachment C is to be filled out, signed by the appropriate people, and returned to MHY Family Services when a desk is purchased after August 1st. Attachment C only needs to be initiated when Shaler School District has exceeded the amount of desks they have purchased prior to August 1st.

XXI. Notice Provisions

1. Any notices provided to either party pursuant to this Agreement shall be addressed to MHY Family Services, 521 Route 228, Mars, PA 16046 or Shaler School District 1800 Mt. Royal Boulevard Glenshaw, PA 15116 for which this agreement is with.

IN WITNESS WHEREOF, the duly authorized officer of the parties hereby set their hands and seals, causing this Agreement to be executed and legally binding.

MHY Family Services

Shaler School District

By: _____

by: _____

Title: _____

Title: _____

Date: _____

Date: _____



Live Well Allegheny (LWA) is our county's initiative to improve the health and wellness of county residents – and we're not doing this alone. Over the last two years, Allegheny County has worked cooperatively to provide our residents with the resources they need to have an active, healthy lifestyle. The Live Well Allegheny campaign brings together stakeholders, partners, municipalities, schools, workplaces, restaurants and more to improve the physical health, and general well-being of our community.

You, too, can be a part of the effort. You can pledge to make healthy choices and help your family, friends and neighbors achieve wellness. Visit www.livewellallegheny.com to get tips on eating well and active living, learn about activities and events that you and your family can participate in, and search for local resources available to you.

Interested in the other initiatives that inform the campaign and contribute to making Allegheny County the healthiest county in the nation? Learn more below, visit www.livewellallegheny.com, or contact Hannah Hardy at 412-247-7946 or Hannah.Hardy@AlleghenyCounty.us.



Live Well Allegheny Communities is the portion of the campaign dedicated to participation by the county's 130 municipalities. To date, over 20 communities have committed to help us live well through an executive action or resolution. Participating communities are asked to choose at least three action steps to promote living well.

Live Well Allegheny Schools takes the campaign to another level, and asks participating schools to share body mass index (BMI) data at the school level, and to choose four action steps to promote the goals of the campaign. School board members or school administrators can join the five participating districts by taking an executive action or passing a resolution.



Live Well Allegheny Restaurants recognizes restaurants or food businesses that have eliminated trans-fat oils, are smoke free and do not sell tobacco products. A formal letter by the ownership or management committing to the items above, and choosing three other action steps, is the first step to this designation.

Live Well Allegheny Workplaces is an initiative aimed at making workplaces healthy places for employees. To be designated as part of the initiative, a formal letter signed by the leadership, or action by an organization's chief executive, is required which identifies four action steps to make the workplace healthier.



Live Well Allegheny Community Partners are organizations that help us make healthy choices through events or activities that align with the mission of the campaign. The application to be considered a partner can be found on the LWA website under the "Join Us" link.

LWA is operated under the leadership of the Board of Health and Health Department Director Dr. Karen Hacker. It was launched in January 2014 by County Executive Rich Fitzgerald.

OUT OF STATE / OVERNIGHT TRIPS

Received
Shaler Area School District
OCT 24 2016
Sean C. Aiken
Superintendent

SHALER AREA HIGH SCHOOL

Group Girls Varsity Basketball Date Submitted Oct. 19, 2016
Sponsor(s) Cornelius Nesbitt Phone Ext. 412-853-7845
Destination Washington D.C. Nesbitt
Stewart-412-609-4398
Date(s) of Trip 12-10-16 to 12-11-16

Purpose of Trip:

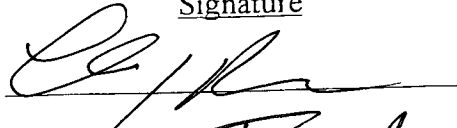
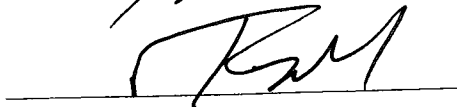
Basketball Tournament - "She got game Classse"
- Exposure for players to scouts and varied competition

Costs: None to students paid by boarders

Method of Fundraising: Basketball Boosters

Number of Teacher Substitutes Needed N/A
Number of Days for Each Substitute N/A

APPROVAL

<u>YES</u>	<u>NO</u>		<u>Signature</u>	<u>Date</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Activities / Athletic Director		<u>10/19/16</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Principal		<u>10-20-16</u>
<input type="checkbox"/>	<input type="checkbox"/>	Superintendent	_____	_____

SHALER AREA LADY TITANS INTINERARY
“SHE GOT GAME CLASSIC”

Bus Company: MLAKER TRANSPORTATION INC.

Hotel: HOLIDAY INN GREENBELT

DAY 01 Saturday – Shaler (December 10th)

Gather at Shaler Area High School and board Bus at 10am for the drive to (Greenbelt, MD). Enjoy breakfast and snacks enroute and arrive at Holiday Inn Greenbelt and check in. **At 4:00pm** Team meeting and then board bus to drive to our game that is at **6:20pm vs. St. Mary’s Ryken (MD)**. There will be a team pizza party for the players. The rest of the night is free for players own activities with approval of Head Coach.

DAY 02 SUNDAY – Washington DC (December 11th)

Set wake-up calls for 8:00am. 9:00am Breakfast at hotel.

Some free time for Mass. **At 11:00am depart** There will be time for sightseeing, touring, and fun. **At 2:00pm** check out of hotel and have our team meal at a restaurant of the basketball player’s choice. **At 4:00pm** Team meeting and then board bus to drive to our game that is at **5:50pm vs. Anacostia (DC)**. **At 7:30pm depart gym and board bus to return back to Shaler Area High School at 11:00pm.** Subway will be provided for the players and coaches enroute home.