

ALLEGHENY INTERMEDIATE UNIT
2018-19 SERVICES AGREEMENT



ALLEGHENY INTERMEDIATE UNIT SERVICES AGREEMENT

This Agreement is made this ___ day of _____, 2018, by and between the ALLEGHENY INTERMEDIATE UNIT (“AIU”), and the _____ (“District/School”), intending to be legally bound hereby, for the provision of services by the AIU to the District/School.

Services Provided by AIU

The AIU provides specialized educational services to Allegheny County’s 42 suburban school districts, five career technical schools, charter schools and numerous other organizations throughout the area. The AIU offers about 140 programs and services for infants, young children, students, and adults. The AIU comprises the following six divisions, each of which provides a wide range of services:

1. Division of Early Childhood, Family and Community Services
2. Division of Finance and Business Operations
3. Division of Human Resources and Labor Relations
4. Division of Teaching and Learning Services
5. Division of Information Technology
6. Division of Special Education and Pupil Services

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 2018-19 Services Guide (“Services Guide”). Fees for programs not listed in the Services Guide will be determined on a case-by-case basis and will require approval by the District/School and the AIU Board of Directors. 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.

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. A late payment charge of 1% per month on any unpaid balance shall be applied to any account that is more than sixty (60) days past due.

SPECIAL EDUCATION and PUPIL SERVICES

1. Special Education Services Provided by AIU

For the 2018-2019 school year, the AIU shall provide and operate, for the benefit of students assigned by the District/School, the special education services and programs delineated in the Allegheny Intermediate Unit Special Education Plan (“Plan”), as submitted to and approved by the Department of Education, by furnishing the following:

- Professional, instructional and support staff, as required to implement the Plan in accordance with all applicable provisions of state and federal law;

- Administrative, supervisory, and clerical staff as required to effectively and efficiently implement the Plan and this Agreement;
- Such supplies, equipment and other materials as necessary to implement the Plan and as mutually agreed upon by the parties;
- Such classroom space or other 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
- Any other personnel, facility, material or service mutually agreed upon by the parties.

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, Center-Based Educational Services at Mon Valley/Pathfinder/Sunrise Educational Centers, District0-Based Classrooms, Speech/Language-Impaired Support, Pupil Personnel Services, and Occupational and Physical Therapy.

2. Programs Provided on District/School Premises by AIU

For special education programs and services to be provided on premises owned or leased by the District/School, the District/School shall provide the following:

- Classroom and other space;
- Assistance, cooperation and participation of District/School administrative, professional and support staff in the development and implementation of accommodations, supplementary aides 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
- Any other personnel, facility, material or service mutually agreed upon by the parties.

3. Compliance with Applicable Law

The AIU shall ensure that the special education programs and services it provides 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 will provide leadership and encouragement to utilize best practices for assisting teachers, administrators and students in lifelong learning. The District/School shall provide such action, assistance or cooperation as required to ensure that students assigned to special education programs receive a free appropriate public education (“FAPE”) in compliance with all applicable provisions of state and federal law.

4. Multidisciplinary Evaluation and IEP Development for Services Provided on District/School Premises by the AIU

The District/School, in cooperation with the AIU, shall conduct student Multidisciplinary Evaluations (“MDEs”) and Reevaluations (“RRs”) and develop Individualized Education Plans (“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. Services, accommodations, supplementary aides and support required by any IEP or any order of a hearing officer, appeals panel, the Secretary of Education or court which are beyond the scope of the programs and services enumerated in the Plan shall be provided as mutually agreed upon by the parties.

5. Multidisciplinary Evaluation and IEP Development for Student Placed in AIU Center-Based Programs

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 FAPE. Therefore, the District/School will participate in the development of MDEs, RR and IEPs that outline services, accommodations and supplementary aides and supports for students. Any order of a hearing officer or court which is beyond the scope of the programs and services enumerated in the Plan shall be provided as mutually agreed upon by the parties. In such instances, the AIU Administration will work with the District/School as LEA in identifying the appropriate service. The District/School will be billed for all such services in accordance with the terms of the pricing set forth in the 2018-19 Services Guide.

6. Invoicing and Payment for AIU Special Education Services

- The District/School will be invoiced in accordance with the Services Guide. It is understood that the pricing outlined in the Services Guide has been developed by the AIU in collaboration with a representative committee of district superintendents, business managers, and special education directors. Review of the pricing structure by the committee will be ongoing. Pricing adjustment will be made annually and in accordance with the recommendations. Service options outlined and offered will be those services that may be enumerated in a student’s IEP and will be as deemed appropriate by the student’s IEP team.
- 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 and 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 as listed in the Services Guide.
- A late payment charge of 1% per month on any unpaid balance shall be applied to any account that is more than 60 days past due.
- Tuition for the AIU’s Special Education Centers and the cost of speech, hearing and vision services will be invoiced and paid in installments in accordance with the schedule below:

Invoice Date	Invoicing for Center Tuition and for Speech, Hearing and Vision Services
September 17, 2018	Billing for Special Education Services anticipated for August through October based on student information in the Special Education Database as of September 1, 2018.
November 15, 2018	Billing for Special Education Services anticipated for November through December based on student information in the Special Education Database as of November 1, 2018. ** Billing adjustments resulting from the September 17th billing will be included.
January 15, 2019	Billing for Special Education Services anticipated for January through February based on student information in the Special Education Database as of January 1, 2019. ** Billing adjustments resulting from the November 15th billing will be included.
March 15, 2019	Billing for Special Education Services anticipated for March through April based on student information in the Special Education Database as of March 1, 2019. ** Billing adjustments resulting from the January 15th billing will be included.
May 15, 2019	Billing for Special Education Services anticipated for May through June based on student information in the Special Education Database as of May 1, 2019. ** Billing adjustments resulting from the March 15th billing will be included.
June 17, 2019	A FINAL INVOICE will be issued whereby payments are reconciled with the actual FINAL 2018-2019 Special Education Database (verified in June). This may result in a credit to the District/School or payment due to the AIU exclusive of the special education center review and reconciliation.
NOTE: If additional services are requested by the District/School after the review of the Special Education Database as of September, they may be billed separately.	

7. Reconciliation for AIU Special Education Centers

Due to the fluctuating nature of student enrollment at the centers, it is agreed that the overall operating cost for each center will be continuously monitored to determine if revenue and expenses are in alignment with budgeted projections. The parties agree that at the conclusion of the 2018-2019 school year, the AIU will perform a reconciliation of its center-based revenues and expenses for the entire school year. If the AIU revenues from the center-based 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 expenses incurred in providing services under this Agreement 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:

Dates	Special Education Center Review and Reconciliation
March 15, 2019	Mid-year reconciliation (ytd January) of the Special Education Center revenues and expenses (excludes related services) will be completed and communicated to the District/School.
August 15, 2019	<u>FINAL RECONCILIATION</u> of its 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 to the AIU.
January 31, 2020	District/School payment to the AIU for the pro-rata share of the excess expenses OR an AIU credit will be issued to the District/School for the pro-rata share of the excess revenues.

8. Cancellation

This Agreement or any services outlined in this agreement or purchased from the AIU may not be terminated by either party without 30 days’ written notice unless such termination is mandated by an IEP or any order of a hearing officer, the Secretary of Education or any Court of competent jurisdiction.

9. Liabilities

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. None of the administrative, professional, paraprofessional or support personnel provided by the parties 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.

10. Compliance

To ensure compliance with all laws, particularly those that emerge or change during the life of this agreement, both parties agree to a commitment for continued learning to deliver and coach on best practices. To enable this learning to take place, a mutually agreeable schedule shall be developed.

11. 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 on this subject; and any modification to this agreement shall be in writing and approved by the parties' respective boards of directors.

ATTEST:

President, Board of School Directors

Date

Secretary

Date

ATTEST: ALLEGHENY INTERMEDIATE UNIT

President, Board of School Directors

Date

Secretary

Date

(ATTACHMENT A)
NOTICE OF ADOPTION OF
POLICIES, PROCEDURES AND USE OF FUNDS
BY SCHOOL DISTRICT

The _____ School District hereby gives notice of its adoption of the _____ Intermediate Unit’s policies and procedures under the federal requirements of 34 CFR PART 300¹. A copy of the policies and procedures are maintained for review in the administrative offices. The IU-adopted policies and procedures are implemented to fulfill the requirements of 22 PA Code Chapter 14 and the regulatory requirements under the Individuals with Disabilities Education Act – Part B. The Subgrantee has in effect policies and procedures whereby the SEA may, through corrective action for failure to comply with Part B of the act, exercise its general supervisory authority to withhold all direct or indirect subsidies for special education and related services provided by the SEA to public agencies with the responsibility to offer a free appropriate public education to eligible children. (20 U.S.C. Section 1412 (11), 34 C.F.R. Section 300.151, and 34 C.F.R. Section 300.608).

Signature of Superintendent of the School District

Date

¹Federal requirements including, but not limited to:

- §300.101-§300.123 FAPE Requirements, LRE, Additional Eligibility Requirements
- §300.145-§300.148 Children with Disabilities in Private Schools Placed or Referred by Public Agencies
- §300.154 Parental Consent to Access Public Benefits or Insurance
- §300.200-§300.226 Local Educational Agency Eligibility
- §300.229 Disciplinary information
- §300.300-§300.536 Evaluations, Eligibility Determinations, IEP and Educational Placements, Procedural Safeguards, and Discipline Procedures
- §300.610-§300.624 Confidentiality of Information

March 2013

**IDEA-Part B
Use of Funds Agreement
2018-2019**

Sub-grant agreement for Implementation of Individuals with Disabilities Act – Part B, by and between Allegheny Intermediate Unit #3 (hereinafter called “IU”) and _____ (hereinafter called “School District”) enter into for the project period July 1, 2018 through June 30, 2019.

The School District hereby agrees and assures that:

- A. The development and execution of this agreement shall be in accordance with IDEA; program guides issued by USDE; guidelines and directives issued by Pennsylvania Department of Education; the terms of this agreement; and the provisions of the State IDEA Plan applicable to the period of this agreement. This agreement shall be subject to the provisions of all pertinent Federal and Pennsylvania laws, regulations, and standards, as outlined in the IDEA Contract between Allegheny Intermediate Unit #3 and the Pennsylvania Department of Education.
- B. Funds shall be used to support appropriate services to school age children who are eligible for services through these funds.
- C. School District must submit to the Intermediate Unit how IDEA pass through funds will be used. Any changes in use of IDEA pass through funds must be submitted to the Intermediate Unit by March 31, 2019.
- D. School District will maintain complete cost records of all expenditures made in association with this agreement, as well as employee, programmatic, statistical records, and supporting documents, those records to be available for inspection by a representative and/or auditor of the Intermediate Unit or Pennsylvania Department of Education.

The Intermediate Unit agrees to cooperate with the School District in resolving any proposed disallowances the auditors of the School District recommend as a result of audits, or any final audit disallowances imposed by the appropriate authorities. The Intermediate Unit shall not be held liable by the School District for such disallowed costs.

Payments will be contingent upon receipt of funds from the Pennsylvania Department of Education.

Dr. Nanci A. Sullivan
Assistant Executive Director for
Special Education and Pupil Services

Signature

Date

School District Superintendent

Signature

Date



Mr. Bryan O'Black
K-12 Curric/Instruct Director

Shaler Area School District
1800 Mount Royal Blvd
Glenshaw, PA 15116-2196
United States

Quote Number: 37300

Quote Creation Date: 02-14-2018

Quote Expiration Date: 09-30-2018

Shaler Physics titles

Price Quote Summary

Solution	Base Amount	Free Amount	Total
Hewitt: Conceptual Physics	\$ 28,294.00	\$ 1,119.40	\$ 28,294.00
Solution Subtotal	\$ 28,294.00	\$ 1,119.40	\$ 28,294.00
	Shipping & Handling		\$ 2,122.05
		Total	\$ 30,416.05

Price Quote Detail

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
Hewitt: Conceptual Physics						
Hewitt, Conceptual Physics 12th Edition ©2015 with MasteringPhysics with Pearson eText						
9780133498493	CONCEPTUAL PHYSICS (HS BINDING) 12E ©2015 WITH MASTERINGPHYSICS WITH PEARSON ETEXT (UP TO 6 YEARS)	\$141.47	0	200	\$0.00	\$28,294.00
9780321940056	CONCEPTUAL PHYSICS LAB MNL ACTIV EXPEE	\$26.97	4	0	\$107.88	\$0.00
9780321940742	CONCEPTUAL PHYSICS PRACTICE BOOK	\$22.97	4	0	\$91.88	\$0.00
9780321940735	CONCEPTUAL PHYSICS PROBLEM SOLVING	\$22.97	4	0	\$91.88	\$0.00
9780321940001	CONCEPTUAL PHYSICS & MASTERPHY W/ETX A/C PK INST RESOURCE DVD	\$100.97	4	0	\$403.88	\$0.00
9781269721707	COSC 2013 NATL MASTERNGPHYS WITH ETEXT CONCPTL PHYS 6YR PK 2013 TAP G12	\$105.97	4	0	\$423.88	\$0.00
Hewitt, Conceptual Physics 12th Edition ©2015 with MasteringPhysics with Pearson eText Subtotal					\$ 1,119.40	\$ 28,294.00

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
	Hewitt: Conceptual Physics Subtotal				\$ 1,119.40	\$ 28,294.00
	Solution Subtotal				\$ 1,119.40	\$ 28,294.00
				Shipping and Handling		\$ 2,122.05
					Total	\$ 30,416.05

Addendum

Please submit a copy of this quotation, the District/School Purchase Order, and any other required documentation via one of the below:

eForm: <https://pearsoncommunity.force.com/support/s/pearson-order-form>

Fax: 1-877-260-2530

Mail: Pearson Education, P.O. Box 6820, Chandler, AZ 85246

For questions regarding your order please call Customer Service: 1-800-848-9500

As of December 31, 2016, Pearson will no longer accept Credit Card information via postal mail, facsimile, or email. Credit Card information will only be accepted via phone, eCommerce, or OASIS.

This is a price quotation for the customer's convenience only, and not an offer to contract. All quotations are subject to review and final acceptance by a duly authorized representative of Pearson at its offices. Pearson reserves the right to correct typographical, computational or other errors. Pearson's standard terms are net 30 days unless otherwise specified. All pricing is in US Dollars unless otherwise specified. Pricing calculations use multiple decimal places to determine the most accurate extended pricing but are represented in standard currency format.

Annual subscriptions and/or maintenance and support charges automatically renew on the anniversary date of the original purchase and will be invoiced accordingly, unless otherwise specified. If you wish to cancel, please let us know in writing prior to the date of renewal by emailing customerservice@pearson.com.

Fees for any renewals of product or support/maintenance subscriptions beyond the period covered by this pricing proposal will be at Pearson's then-current rates and, for products for which such fees are based on student count, the customer's then-current enrollment. All such renewal fees are due at the commencement of the new subscription period.

Implementation services provided by Pearson will be delivered to the customer based on established Pearson processes and billing procedures or through a Custom Scope of Work establishing milestones and/or billing schedule agreed upon by the customer. Changes, requested by the customer, to the original Scope of Work may result in additional costs. Travel related expenses associated with On-Site Training and Services are included in the listed price unless otherwise specified.

S&H charges (where applicable) are shown on the quote. S&H rates quoted are for standard ground transportation and may not reflect account contracted rates. If expedited shipping is requested, actual charges may be higher.

Pearson reserves the right to change and/or update technology platforms, including possible edition updates to customers during the term of access. Customers will be notified of any change prior to the beginning of the new school year.

Quoted prices may not reflect contract pricing for some customers. Any applicable contract pricing will be applied to the final invoice. If you require contract pricing reflected on the quote, please work with your Account Manager or contact Customer Service.

All pricing in this quotation is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided. Estimated tax may be provided solely for customer convenience. The amount indicated is only an estimate and is intended to be helpful for budgeting purposes. The actual amount of sales tax assessed at time of invoicing may be more or less.

Certain Pearson products may have minimum requirements related to licensing, services, and/or pricing that are reflected in the attached quotation. The breakdown of the fees set forth in this quotation is considered Pearson proprietary information and not subject to disclosure by the customer.

If you are not entirely satisfied with any of our products, then you may, within one year from the date of purchase, return all materials still in new, unused, salable condition for a full refund, credit, or replacement. All materials sold in a set or a package must be returned complete as originally sold. Materials that were provided gratis must be returned proportionate to the purchased items being returned for refund or credit.

SHALER AREA SCHOOL DISTRICT

No: 105

SECTION: PROGRAM

TITLE: CURRICULUM

ADOPTED: APRIL 15, 1998

REVISED: JUNE 16, 1999; AUGUST 20, 2014

105 Curriculum	
1. Purpose Title 22 Sec. 4.4	<p>The Board recognizes its responsibility for the development, assessment, and improvement of the educational program of the schools. To this end, the curriculum shall be developed, evaluated, and modified on a continuing basis and in accordance with a plan for curriculum improvement.</p>
2. Definition Title 22 Sec. 4.3, 4.13	<p>For purposes of this policy, curriculum shall be defined as a series of planned instruction aligned with established academic standards in each subject that is coordinated, articulated and implemented in a manner designed to result in the achievement of academic standards at the proficient level by all students.</p> <p>The Board shall be responsible for the curriculum of the district's schools. The curriculum shall be designed to provide students the opportunity to achieve the academic standards established by the Board. Attaining the academic standards requires students to demonstrate the acquisition and application of knowledge.</p>
3. Authority Title 22 Sec. 4.4, 4.12 Pol. 102	<p>In order to provide a quality educational program for district students, the Board shall adopt a curriculum plan that includes the requirements for courses to be taught; subjects to be taught in the English language; courses adapted to the age, development and needs of students; and strategies for assisting those students having difficulty attaining the academic standards.</p>
SC 1511, 1512 Title 22 Sec. 4.4, 4.12 Pol. 107, 127	<p>The district's curriculum shall provide the following:</p> <ul style="list-style-type: none">• Continuous learning through effective collaboration among the schools of this district.• Continuous access for all students to sufficient programs and services of a library/media facility and classroom collection to support the educational program.• Guidance and counseling services for all students to assist in career and academic planning.• A continuum of educational programs and services for all students with disabilities, pursuant to law and regulation.• Limited English Proficiency programs for students whose dominant language is not English, pursuant to law and regulation. Language Instruction Educational Program for English Learner students, pursuant to law, regulation and Board Policy.
4. Guidelines Pol. 109 Pol. 112	

<p>Pol. 113</p> <p>Title 22 Sec. 4.26 Pol. 138</p> <p>Pol. 103, 103.1</p> <p>Pol. 115</p> <p>Pol. 114</p> <p>Pol. 805</p>	<ul style="list-style-type: none"> • Compensatory education programs for students, pursuant to law and regulation. • Equal educational opportunity for all students, pursuant to law and regulation. • Career awareness and vocational education, pursuant to law and regulation. • Educational opportunities for identified gifted students, pursuant to law and regulation. • Regular and continuous instruction in required safety procedures.
<p>5. Delegation of Responsibility Title 22 Sec. 4.4</p>	<p>As the educational leader of the district, the Superintendent shall be responsible to the Board for the district’s curriculum. S/He shall establish procedures for curriculum development, evaluation and modification, which ensure the utilization of available resources, and effective participation of administrators, teaching staff members, students, community members, and Board members.</p>
<p>Title 22 Sec. 4.4 Pol. 105-1</p>	<p>A listing of all curriculum materials shall be made available for the information of parents/guardians, students, members of the Board, and for the use of professional staff.</p>
<p>School Code 1512, 1518</p> <p>PA Code Title 22</p>	<p>With prior Board approval, the Superintendent may conduct pilot programs as deemed necessary to the continuing improvement of the instructional program. The Superintendent shall report periodically to the Board on the status of each pilot program, along with its objectives, evaluative criteria, and costs.</p>
<p>Sec. 6.216, 5.217 5.242, 5.152, 5.4</p>	<p>The Board encourages, where it is feasible and in the best interest of district students, participation in state-initiated pilot programs of educational research.</p>
<p>Board Policy No. 118, 805</p>	<p>The Board directs the Superintendent to pursue actively state and federal aid in support of research activities.</p>

SHALER AREA SCHOOL DISTRICT

No: 138

SECTION: PROGRAMS

TITLE: ENGLISH AS A SECOND LANGUAGE/BILINGUAL EDUCATION PROGRAM

ADOPTED: AUGUST 21, 2002

REVISED: MARCH 16, 2016

138. ENGLISH AS A SECOND LANGUAGE/BILINGUAL EDUCATION PROGRAM **LANGUAGE INSTRUCTION EDUCATIONAL PROGRAMS FOR ENGLISH LEARNERS**

1. Purpose
42 U.S.C.
Sec. 2000d et seq
Pol. 102, 103

In accordance with the Board's philosophy to provide a quality educational program to all students, **and to increase the English language proficiency of students who are English Learners (EL)**, the district shall provide ~~an appropriate planned instructional program for identified students whose dominant language is not English~~ **an effective Language Instruction Educational Program (LIEP) that meets the needs of English Learners.** The goal of the ~~program~~ **LIEP** shall be to ~~increase the English language proficiency of eligible students~~ **demonstrate success in increasing English language proficiency and student academic achievement** so that ~~they~~ **EL students** can attain the academic standards adopted by the Board and achieve academic success. **EL** students ~~who have Limited English Proficiency (LEP)~~ shall be identified, assessed and provided **appropriate** instruction **in accordance with the LIEP**, and shall be provided an ~~equal~~ **equitable** opportunity to achieve their maximum potential in educational programs and extracurricular activities, consistent with federal and state laws and regulations.

2. Authority
Title 22
Sec. 4.26
20 U.S.C.
Sec. 6801 et seq
Pol. 103, 103.1

The Board shall approve ~~a written program plan of educational services for students whose dominant language is not English. The program plan shall include English as a Second Language (ESL) or bilingual/bicultural instruction. The ESL/Bilingual Education program shall be based on effective research-based theory, implemented with sufficient resources and appropriately trained staff, and evaluated periodically.~~ **a LIEP to provide English Language Development instruction (ELD) to EL students as part of the approved curriculum, in order to develop the English language proficiency of EL students. The district shall provide EL students with both planned ELD instruction and modifications in content instruction and assessments for all curricular areas, based on the provisions of the LIEP. The LIEP shall be thoughtfully and deliberately planned and evaluated in accordance with state and federal laws and regulations and shall meet the needs of the district's EL students. The LIEP shall be based on effective research-based theory, implemented with sufficient resources and appropriately trained staff, and shall meet the following requirements:**

1. **Aligned to state academic content standards for the appropriate grade levels of EL students**
2. **Include ELD instruction delivered by properly certified English as a Second Language (ESL) teachers, and other certified content area teachers working in conjunction with ELS certified teachers.**
3. **Incorporate the use of state assessments and ELD criteria.**

<p>Pol. 100, 333</p> <p>3. Delegation of Responsibility</p> <p>4. Guidelines Title 22 Sec. 11.11 20 U.S.C. Sec. 6801 et seq Pol. 200</p>	<p>4. Provide equitable access to content for EL students at all proficiency levels.</p> <p>5. Provide equitable access to enrollment in courses or academic programs for which EL students are otherwise eligible.</p> <p>The Board directs the LIEP to be evaluated for effectiveness based on student outcomes at least annually, and the results documented in accordance with state and federal laws and regulations, and state guidelines.</p> <p>The district's LIEP and evaluation results of the LIEP shall be made available to district staff working with EL students and parents/guardians of EL students.</p> <p>The Board may address LEP EL students and programs in the district's comprehensive planning process. and shall include appropriate training for professional staff in the Professional Development Plan as necessary to provide an appropriate ESL/Bilingual Education program in compliance with law and regulations.</p> <p>The Board may contract with Allegheny Intermediate Unit No. 3 for ESL/Bilingual Education services and programs.</p> <p>The Board shall ensure that eligible EL students who are enrolled in nonpublic schools are identified, assessed, evaluated, provided with equitable LIEP services and programs and monitored in accordance with applicable laws and regulations. The district shall coordinate with nonpublic schools in the provision and monitoring of services and programs for eligible EL students.</p> <p>The Superintendent or designee shall implement and supervise an ESL/Bilingual Education program a LIEP that ensures appropriate instruction in each school and complies with federal and state laws and regulations.</p> <p>The Superintendent or designee, in conjunction with appropriate stakeholders, shall develop administrative regulations regarding the ESL/Bilingual Education program. shall ensure that the district complies with all federal and state laws and regulations, and program requirements, for ELD program funding, including required reports in the form prescribed by the state.</p> <p><u>Identification and Placement of EL Students</u></p> <p>The district shall establish procedures for identifying and assessing the needs of students whose dominant language is not English. In order to identify which students are potential English Learners, the Home Language Survey shall be completed for each student upon enrollment in the district and shall be filed in the student's permanent record folder through graduation. maintained as part of the student's education records.</p> <p>EL students shall be appropriately placed in accordance with the LIEP within the first thirty (30) days of the school year, or within fourteen (14) days of enrollment.</p>
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Program Access

EL students shall have equitable access to and be encouraged to participate in all academic and extracurricular activities available to district students.

Assessment

The district shall annually administer required assessments to EL students to measure students' English Language proficiency and progress in reading, writing, speaking and listening/understanding. Assessment results shall be maintained in the student's education records. Parents/Guardians may not opt students out of English language proficiency assessments.

EL students shall participate in all annual state or locally required assessments, with accommodations where applicable, and meet established academic standards and graduation requirements, in accordance with law, regulations and Board policy.

Program Exit

The district shall include uniform provisions in the LIEP, in accordance with state required criteria, for:

1. Reclassifying EL students as former EL students when they attain English language proficiency.
2. Actively monitoring and reporting the progress of former EL students for a period of two (2) years following reclassification and program exit, and reporting students to the state in a monitor status for an additional two (2) years, to ensure students are meeting academic standards.
3. Redesignating former EL students as active EL students if they struggle academically based on persistent language barriers.

Staff Qualifications and Professional Development

Certified employees and appropriate support staff, when necessary, shall provide the LIEP. The district shall ensure that all teachers providing ELD instruction hold the appropriate certification and can demonstrate academic language proficiency both in English and in the language used for instruction in their classroom.

Non-ESL staff shall incorporate ELD into all classes for EL students, as well as provide supports, modifications and accommodations for curricular content to enable EL students to achieve academic standards.

The district shall provide appropriate training in ELD for all professional staff as part of the Professional Development Plan.

Special Education and Gifted Education Services

EL students may be eligible for special education services when they have been

identified as a student with a disability and it is determined that the disability is not solely due to lack of instruction or proficiency in the English language. EL students may be eligible for gifted education services, when identified in accordance with law, regulations and Board policy. The district shall ensure that assessment of a student for gifted education services screens for intervening factors, such as English language proficiency, that may be masking gifted abilities.

Students participating in ELD instruction who are eligible for special education services shall continue receiving ELD instruction, in accordance with their Individualized Education Program (IEP) or Gifted Individualized Education Program (GIEP), at the appropriate proficiency and development level.

Parent/Family Engagement and Communication

20 U.S.C.
Sec. 7012
42 U.S.C.
Sec. 2000d et seq

Communications with parents/guardians shall be in the mode and language of communication preferred by the parents/guardians.

20 U.S.C.
Sec. 7012

Within thirty (30) days of the beginning of each school year, or within fourteen (14) days of enrollment during the school year, the district shall notify parents/guardians of students ~~enrolled in ESL/Bilingual Education programs regarding the instructional program provided to their student~~ **identified as EL about the process for identifying their children as EL, the results of that process, and the recommended program placement. The district shall also provide parents/guardians with detailed information regarding the LIEP, the benefits of ELD instruction for their children, and an explanation of the program's effectiveness.**

Pol. 127, 212

Parents/Guardians shall be regularly apprised of their child's progress, including achievement of academic standards and assessment results.

The district shall maintain an effective means of outreach to encourage parental involvement in the education of their children.

Parental Right to Opt out of ELD Programs and Services

Parents/Guardians of EL students have the right to refuse specialized programs and services that may be part of the LIEP for their child. A parent's/guardian's decision to refuse programs or services must be informed and voluntary; the district shall not influence a parent's/guardian's decision in any way or make any program or placement determinations without parental notification and an opportunity to opt the student out of programs and services.

The district shall make a parental waiver form available for parents/guardians to opt their EL child out of ELD programs and services.

The district shall document all notifications made to parents/guardians

regarding assessment and recommended placements and programs for EL students, and whether or not a parental waiver form is received. When a waiver form is not received from the parent/guardian, the district shall proceed with the recommended placement.

EL students who have a parental waiver for ELD programs and services shall be assessed on English language proficiency annually and shall be provided with supports and accommodations to participate in general curricular and extracurricular programs, in order to meet academic standards and graduation requirements.

Parents/Guardians of EL students who have been opted out of ELD programs and services shall be notified of their child's progress, including achievement of academic standards and assessment results, and shall be provided with opportunity and a form to opt their child back into ELD programs and services.

References:

State Board of Education Regulations – 22 PA Code Sec. 4.26, 4.51, 4.51A, 4.51B, 4.51C, 4.52, 11.11

Equal Education Opportunity Act, amending Educational Amendments of 1974 – 20 U.S.C. Sec. 1703

No Child Left Behind Act – 20 U.S.C. Sec. 6801 et seq.

Title VI of the Civil Rights Act – 42 U.S.C. Sec. 2000d et seq.

Improving Academic Achievement, Title 34, Code of Federal Regulations – 34 CFR Part 200

Board Policy – 000, 100, 102, 103, 103.1, 105.1, 113, 114, 115, 122, 123, 127, 200, 212, 217, 304, 333

SHALER AREA SCHOOL DISTRICT

No: 239

SECTION: PUPILS

TITLE: FOREIGN EXCHANGE STUDENTS

ADOPTED: MAY 20, 1998

239. FOREIGN EXCHANGE STUDENTS	
1. Purpose	<p>In order to promote cultural awareness and understanding and to provide diverse experiences to district students, the Board shall admit foreign exchange students into the schools of the district.</p>
2. Authority 8 U.S.C. Sec. 1101	<p>The Board shall accept foreign exchange students who meet the established guidelines for admission to district schools established in Board policy and administrative regulations.</p> <p>The Board shall accept exchange students on a J-1 Visa who reside within the district as participants in group-sponsored exchange programs approved by the Board. Exchange students on a J-1 Visa shall not be required to pay tuition.</p> <p>The Board shall accept privately sponsored exchange students on a F-1 Visa for attendance only in secondary schools upon payment of tuition at the established district rate; tuition payments may not be waived. The period of attendance shall not exceed twelve (12) months.</p> <p>The Board reserves the right to limit the number of foreign exchange students admitted to the schools.</p>
3. Delegation of Responsibility	<p>The Superintendent or designee shall be responsible for determining the visa status and eligibility of foreign exchange students applying for admission to district schools.</p> <p>All potential organizations or individuals applying for admission shall forward the request to the Superintendent or designee by July 1 preceding the school year of attendance.</p>
4. Guidelines	<p>Foreign exchange students shall comply with all enrollment and immunization requirements for students. Once admitted, all exchange students shall be subject to all Board policies, administrative regulations and rules governing all district students.</p> <p>The district shall administer the Home Language Survey to foreign exchange students enrolling in district schools. Students identified as English Language Learners shall be assessed and provided appropriate instruction in accordance with the district's Language Instruction Education Program (LIEP) and Board policy.</p>