

**RESOLUTION CALLING FOR CHARTER SCHOOL FUNDING REFORM**

**BY THE BOARD OF DIRECTORS OF THE  
SHALER AREA SCHOOL DISTRICT**

**WHEREAS**, the average Pennsylvania school district spends millions of dollars in taxpayer money annually in mandatory payments to brick-and-mortar and cyber charter schools; and these payments are calculated in a manner which requires districts to send more money to charter schools than is needed to operate their programs and places a significant financial burden on districts' resources and taxpayers; and

**WHEREAS**, the current charter school funding formula was established in 1997 under the state's Charter School Law and has not been changed in the 23 years since it was first created; and the formula for regular education programs is unfair because it is based on a school district's expenditures and not what it actually costs to educate a child in the charter school; and

**WHEREAS**, the calculation for charter special education tuition is unfair because it is also based on the special education expenditures of the school district rather than the charter school; and although the General Assembly revised the special education funding formula in 2014 to more accurately target special education resources for students identified with high, medium and low needs, this formula was applied only to school districts and not to charter schools; and

**WHEREAS**, because the tuition rate calculations are based on the school district's expenses, they create wide discrepancies in the amount of tuition paid by different districts for the same charter school education and result in drastic overpayments to charter schools; and these discrepancies in tuition rates for regular education students can vary by almost \$13,000 per student and by \$39,000 for special education students; and

**WHEREAS**, the latest data from the PA Department of Education (PDE) shows that in 2017-18, total charter school tuition payments (cyber and brick-and-mortar) were more than \$1.8 billion, with \$519 million of that total paid by districts for tuition to cyber charter schools; and

**WHEREAS**, further analysis of PDE data shows that in 2014-15, school districts paid charter schools more than \$100 million for special education services in excess of what charter schools reported spending on special education; and

**WHEREAS**, the costs of charter schools for school districts continue to grow significantly each year; and on a statewide basis are the most identified source of pressure on school district budgets; and

**WHEREAS**, the need for significant charter school funding reform is urgent; and school districts are struggling to keep up with growing charter costs and are forced to raise taxes and cut staffing, programs and services for their own students in order to pay millions of dollars to charter schools.

**NOW, THEREFORE BE IT RESOLVED** that the Shaler Area School Board calls upon the General Assembly to meaningfully revise the existing flawed charter school funding systems for regular and special education to ensure that school districts and taxpayers are no longer overpaying these schools or reimbursing for costs the charter schools do not incur. We, along with the Pennsylvania School Boards Association, are advocating for substantial change.

Adopted this 2<sup>nd</sup> day of December, 2020.

Signed,

\_\_\_\_\_  
School Board President

\_\_\_\_\_  
Board Secretary

## SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made this 13<sup>th</sup> day of October 2020, by and between Shaler Area SCHOOL DISTRICT, with offices located at 1800 Mt. Royal Boulevard, Glenshaw, PA 15116 (the "District"), and The Children's Institute of Pittsburgh, a Pennsylvania non-profit corporation ("CI").

### WITNESSETH:

WHEREAS, CI currently provides educational and related services to students pursuant to approved alternative educational placements; and

WHEREAS, District requires educational and related alternative education placement services (the "Services") for those persons enrolled as students of the District whose Individualized Education Plan ("IEP") currently provides for the provision of such alternative educational placements ("Students"); and

WHEREAS, District desires to obtain Services from CI in accordance with the requirements of applicable Students' IEPs, and CI desires to provide such services for District under the terms that this Agreement sets forth.

NOW, THEREFORE, in consideration of the forgoing and the mutual promises and covenants that this Agreement contains and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be bound legally, agree as follows:

1. Term and Termination. The term of this Agreement shall commence as of August 1, 2020 and shall continue until July 31, 2021 unless terminated sooner as provided in Section 2 below (the "Initial Term"). Thereafter, the parties may agree to extend this Agreement for subsequent one-year periods (each, a "Renewal Term").

2. Termination; Resignation of Student.

(a) This Agreement may be terminated at any time without cause by either party upon giving of at least thirty (30) days prior written notice to the other party. In the event that either party defaults materially in the performance of any obligation under this Agreement and fails to cure such default within thirty (30) days following receipt of notice of the default from the other party as reasonably determined by the non-breaching party, the party not in default shall have the right to terminate this Agreement immediately.

3. Services. CI shall provide the Services set forth on Exhibit A for Students mutually agreed upon by the parties as required by each Student's IEP. CI shall ensure that personnel assigned by CI to provide the Services pursuant to this Agreement (a) possess all required background checks and clearances mandated by the Pennsylvania Department of Education, including, without limitation, clearances required such as Act 34, Act 151, and Act 114, and that said background checks and clearances satisfy all requirements and/or policies and/or procedures of the District

and (b) meets all other requirements under Pennsylvania law to provide Services to Student. CI agrees to provide to District copies of all required clearances and other documentation for its agents and employees upon request.

4. Location and Facilities. Services shall be provided on site at CI's facilities, or remotely via virtual educational training as necessary and consistent with governmental guidelines. CI will provide designated facilities, equipped with such supplies and equipment (including, but not limited to, any equipment necessary for the provision of Services virtually) as CI reasonably determines to be appropriate for the provision of the Services.

5. Fees. In consideration for the provision of the Services hereunder, School shall pay to CI in accordance with the fee schedule set forth on Exhibit A for the Services provided to Student(s) pursuant to and as required by each Student's IEP. CI will submit an invoice to District at the end of each month for payment for all services provided in the preceding month, along with accompanying time records and/or such other supporting documentation as District may require. Payment will be made to CI by District net thirty (30) days of receipt of CI's invoice. Upon termination of this Agreement under Section 2, CI shall discontinue Services and shall not incur any further fees without prior approval of District. District shall pay CI for all Services performed prior to the effective date of such termination. CI shall not bill any Student or such Student's parent or legal guardian for the provision of the Services.

6. Representations and Warranties. Each party represents and warrants that it has and will have full power and authority to enter into and fully perform this Agreement, and that no agreement or understanding with any other person, firm or corporation exists or will exist that would interfere with the performance of their respective obligations under this Agreement.

7. Compliance with Laws. Each party shall perform its obligations pursuant to this Agreement in compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances, and represents that it has obtained all licenses and permits required by law to engage in the activities necessary to perform its obligations to this Agreement.

8. Confidential Information. Both CI and District acknowledge and agree that they may obtain or acquire access to certain Confidential Information of the other or of Student in connection with the performance of this Agreement. CI and District each therefore acknowledge and agree that any Confidential Information received by them and/or their respective agents or employees will be treated in full confidence and will not be revealed or disclosed to any other persons, firms or organizations except in accordance with applicable laws. For purposes of this Agreement, "Confidential Information" shall mean all personnel records, financial information, Student's educational records and information, Student's IEP, and any other information or data identified by one party to the other in writing as confidential. CI agrees to hold all Student educational records and information and Student's IEP records in accordance with the confidentiality, integrity and security requirements of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. §1232g, 34 C.F.R. Part 99 (FERPA). Such records may be used only for the purpose of consulting, interviewing, or assessing Students under this Agreement and may not be disclosed to any third party (including the Student's parents) without the written consent of the District (or District's

designee) or Student or as otherwise permitted pursuant to FERPA. Such records, however, may be disclosed to District and/or its school(s) or school officials including administrators, nurses, teachers, and other personnel who have a legitimate educational interest in said records without the prior written consent of the Student's parent or legal guardian.

9. Independent Contractor. CI acknowledges and understands that it is an independent contractor and not an agent or employee of District, and nothing contained herein shall be construed to create the relationship of principal and agent, employer and employee, partnership or joint venture or any other relationship between the parties. CI will be responsible for all items normally associated or required to perform the Services and shall set the work schedules of its employees. It is acknowledged and agreed that all individuals assigned to provide Services by CI hereunder are and shall at all times be employees or agents of CI, and that CI shall be solely responsible for paying wages, making required payroll withholdings, and maintaining worker's compensation, unemployment compensation and any other similar insurance or benefits for or on behalf of its employees in full compliance with applicable laws. CI shall be responsible for the payment of all federal, state, and local taxes and charges, including but not limited to all federal, state and local income taxes, arising out of services performed by its employees in connection with this Agreement.

10. Insurance. CI shall purchase and maintain the following insurance coverages during the term of this Agreement: worker's compensation, if applicable, to statutory limits; comprehensive general liability in the amount of \$1,000,000 combined single limit bodily injury and property damage. CI shall furnish District with evidence of the insurance coverages required upon request.

District shall purchase and maintain the following insurance coverages during the term of this Agreement: worker's compensation, if applicable, to statutory limits; comprehensive general liability in the amount of \$1,000,000 combined single limit bodily injury and property damage. District shall furnish CI with evidence of the insurance coverages required upon request.

11. Indemnification. CI shall defend, indemnify and hold District and its directors, officers, employees, agents, representatives, affiliates and related companies ("Indemnitees") harmless from and against any and all claims, demands, actions, causes of action, damages (including compensatory, consequential, punitive and exemplary damages included in any judgment or award to a third party), fines, penalties, liabilities, judgments, and costs and expenses (including reasonable attorney's fees) (collectively, "Losses") to the extent arising out of or resulting from (i) CI's breach of or failure to perform any of its duties, obligations, or warranties contained in this Agreement; or (ii) the negligent acts or omissions of CI or any employee of CI assigned to provide Services under this Agreement; provided in each case that District shall give prompt notice, cooperation and assistance to CI relative to any such claim or suit, and provided further in each case that District shall have the option to undertake and conduct the defense of any suit so brought (including, without limitation, selecting counsel therefore). The defense and indemnification obligations of CI shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for CI under any workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts, and CI

hereby expressly agrees to waive any provision of any such statute or act whereby CI could otherwise preclude its joinder as an additional defendant or avoid liability in any action at law or in equity or otherwise.

District shall defend, indemnify and hold CI and its directors, officers, employees, agents, representatives, affiliates and related companies (“Indemnitees”) harmless from and against any and all claims, demands, actions, causes of action, damages (including compensatory, consequential, punitive and exemplary damages included in any judgment or award to a third party), fines, penalties, liabilities, judgments, and costs and expenses (including reasonable attorney's fees) (collectively, “Losses”) to the extent arising out of or resulting from (i) District’s breach of or failure to perform any of its duties, obligations, or warranties contained in this Agreement; or (ii) the negligent acts or omissions of District or any employee of District assigned to provide Services under this Agreement; provided in each case that CI shall give prompt notice, cooperation and assistance to District relative to any such claim or suit, and provided further in each case that CI shall have the option to undertake and conduct the defense of any suit so brought (including, without limitation, selecting counsel therefore). The defense and indemnification obligations of District shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for District under any workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts, and District hereby expressly agrees to waive any provision of any such statute or act whereby District could otherwise preclude its joinder as an additional defendant or avoid liability in any action at law or in equity or otherwise. Notwithstanding the foregoing, the District’ indemnification obligations are subject to and limited by any other immunities from liability or limitation of damages afforded to the District by applicable law, including the Political Subdivision Tort Claims Act.

12. Notices. Unless specifically provided herein, all notices required to be given under this Agreement shall be given in writing and may be deemed to have been given three (3) days after being deposited in the United States certified or registered mail, or with any reputable overnight delivery company, prepaid, and addressed to the proper Party, at the following address: or to such other addresses as such Party shall give notice to the other Party:

The Children’s Institute of Pittsburgh  
1405 Shady Ave  
Pittsburgh, PA 15217  
ATTN: Eva Bizzozero

Shaler Area School District  
1800 Mt. Royal Boulevard  
Glenshaw, PA 15116  
ATTN: Dr. Kathleen Graczyk

13. Governing Law. This Agreement shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law rules.

14. Non-Discrimination. CI and District shall assure that the Services provided pursuant to this Agreement are rendered without regard to race, sex, national origin, age, disability, or any other protected category under federal, state or local law.

15. Miscellaneous. Any waiver by either party of a breach of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any other breach of such provision or of any breach of any other provision of this Agreement.

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

This Agreement sets forth the entire agreement of the parties on the subject matter hereof and supersedes all previous or concurrent agreements between them, oral or written.

The terms of this Agreement may not be modified or changed except by a writing that both parties sign. This Agreement shall inure to the benefit of the District and CI and the District's successors and assigns.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[Signatures on page to follow]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THE CHILDREN'S INSTITUTE OF  
PITTSBURGH

Shaler Area  
SCHOOL DISTRICT

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_  
Karen Markle

NAME: \_\_\_\_\_  
Sean C. Aiken

TITLE: \_\_\_\_\_  
COO

TITLE: \_\_\_\_\_  
Superintendent of Schools

DATE: \_\_\_\_\_

DATE: 12/2/2020

BY: \_\_\_\_\_

NAME: \_\_\_\_\_  
Billi Jo Huffman, M Ed

TITLE: \_\_\_\_\_  
Chief School Administrator

DATE: \_\_\_\_\_

## **EXHIBIT A**

### **Services and Fees, Schedule and Duties**

#### **A. Services and Fee Schedule.**

During the Term of this Agreement, CI shall provide the Services as required under the Student's IEP, with such Services further described below, and shall be compensated for such Services pursuant to the following Fee Schedule.

1. Services Fee Schedule:

<b>SERVICES</b>	<b>FEES</b>
Approved Private School PDE 4010 State Subsidized Slots	\$68,355 per year / \$379.75 per day
Approved Private School Non-PDE Slots	\$68,355 per year / \$379.75 per day
Licensed Private Academic Slots	\$45,000 per year / \$250 per day
JobSpan	\$47,410 per year/ \$263.39
<b>A la Carte Menu</b>	
Occupational Therapy*	\$75/ hr.
Physical Therapy*	\$90/ hr.
Speech/Language Therapy*	\$75/ hr.
Feeding Support*	\$75 / hr.
BCBA services *	\$75/ hr.
Psychological Services*	\$75/ hr.
Social Work Services*	\$65/ hr.
1:1 Paraprofessional	Per diem rate of \$256, with a minimum rate of \$125 for any day with less than 4.5 hours. Total yearly rate for a fulltime paraprofessional \$46,080.
Extended School Year Services (Summer of 2021)	\$4000 for the entire session

The Services marked with an \* are included in the Tuition Rate. The remaining services, if the IEP team determines that this support is appropriate, are not included in the tuition rate.

2. Description of Services:



(a) PDE 4010 State Subsidized Slots and Non-4010 Slots:

Schools will be offered a 4010 slot (subject to usual enrollment and PDE approval process) when it becomes available. The 4010 slots are offered to Schools in the date order of signed agreements for enrolled students. The District will be notified by mail and phone when the opening becomes available.

(b) 1:1 Services

CI will provide the services of one paraprofessional per qualified Student to perform and provide the paraprofessional behavioral support or personal care services required by the Student's IEP, as the same may be revised from time to time during the term of this Agreement. The paraprofessional shall be selected in the sole discretion of CI. [It is acknowledged and agreed that during the standard school year, CI will invoice, and District shall pay for such 1:1 Services for all 180 days in which school is in session.]

(c) Extended School Year Program:

The extended school year (ESY) program is designed for Students who's IEP team had determined, on an individual basis that such ESY services are necessary for the provision of a Free Appropriate Public Education in accordance with applicable Pennsylvania statutes and regulations, including 22 Pa. Code §14.132 and 22 Pa. Code §711.44, relevant federal regulations, court decisions and Pennsylvania Department of Education (PDE) policy concerning Extended School Year services for children with disabilities, as may be amended from time to time, ...who need continued educational support through a designated time in the summer as mutually agreed to by CI and District. The ESY Services provided through CI will occur during the Contract Session but could be possibly modified, depending on the needs of the District and as mutually agreed upon by the District and CI. Students will receive educational support that applies directly to the stated goals within the Student's IEP and in collaboration with the District.

ESY Services will not be provided on Fridays. Student hours will be from 9:00 AM until 1:00 PM daily with parents being responsible for the provision of student lunches.



## Attestation Ensuring Implementation of Mitigation Efforts

Whereas, the commonwealth is experiencing its highest daily case counts since the beginning of the 2019 novel coronavirus (COVID-19) pandemic, resulting in increased hospitalizations, nearly 10,000 deaths, and heightened risk to the most vulnerable Pennsylvanians;

Whereas, the Wolf Administration has identified new mitigation efforts, including an attestation process for public school entities that elect to continue in-person instruction for students in counties designated as exhibiting "Substantial" transmission of COVID-19 for two or more consecutive weeks based on a disease incidence rate of 100 or more cases per 100,000 residents and/or a polymerase chain reaction (PCR) percent positivity rate of 10 percent or greater;

Whereas, as of November 23, 2020, 59 of Pennsylvania's 67 counties met one or both of these standards;

Whereas, Pennsylvania recommends that school entities in counties with Substantial disease transmission transition to remote-only instructional models;

Whereas, as of November 20, 2020, many public school entities have exercised their local discretion to continue in-person instruction for all or some students;

Whereas, the resurgence of COVID-19 across the nation, region, and commonwealth requires more consistent and intensive implementation of disease mitigation efforts;

Whereas, these mitigation efforts include an attestation process for any public school entity (a "public school entity" is defined as a school district, intermediate unit, charter school, cyber charter school, or a career and technical education center) that elects to continue in-person instruction as of November 30, 2020 while the county in which it is located is under a Substantial disease transmission designation for at least two consecutive weeks; and

Whereas, this attestation process supplements and does not supplant existing public health guidance issued by the Pennsylvania Department of Health and the Pennsylvania Department of Education;

AND NOW, THEREFORE, the president/chair of the school entity's governing board and chief school administrator, in accordance with the Order of the Secretary of Health dated November 24, 2020, entitled *Order of the Secretary of the Pennsylvania Department of Health Directing Public School Entities in Counties with Substantial Community Transmission to Attest to Health and Safety Protocols*, attest to one of the following (SELECT ONE OPTION):

- All or some of the students within the public school entity are currently receiving in-person instruction and:
1. We have read the Updated Order of the Secretary of the Pennsylvania Department of Health Requiring Universal Face Coverings, effective November 18, 2020, including necessary exceptions and associated guidance, and affirm the public school entity is complying and will continue to comply with and enforce the Updated Order of the Secretary of the Pennsylvania

Department of Health Requiring Universal Face Coverings, including necessary exceptions and associated guidance; and

2. We have read and agree to follow the Recommendations for Pre-K to 12 Schools Following Identification of a Case(s) of COVID-19, when cases of COVID-19 occur within the public school entity.

OR

- The public school entity has transitioned to a fully remote learning model and will continue to use a fully remote learning model until the county (or counties) in which the public school entity is located is no longer experiencing Substantial disease transmission for two consecutive weeks.

\*\*\* A public school entity in a county with Substantial level of disease transmission that is currently providing a fully remote learning model and that elects to transfer to in-person instruction must resubmit this attestation prior to providing in-person instruction.

### Shaler Area School District

(Name of Public School Entity)

affirms that it has

attached this signed Attestation to its Local Health and Safety Plan (the "Plan") in order to reflect provisions above, and that, by doing so, this attestation becomes part of the Plan and has been or will be fully implemented by November 30, 2020, or three business days after the county in which the public school entity is located has been designated as exhibiting Substantial disease transmission for the first time, should the public school entity in a county with Substantial level of disease transmission for two or more consecutive weeks elect to offer or continue offering in-person instruction for all or some students; and

Further, the Local Health and Safety Plan, inclusive of this attestation, has been posted on the public school entity's publicly accessible website and filed with the Pennsylvania Department of Education by email submission at [RA-EDCONTINUITYOFED@pa.gov](mailto:RA-EDCONTINUITYOFED@pa.gov).

Signed:



(Signature of Governing Board President/Chair)



(Signature of Chief School Administrator)

President, Governing Board

Chair, Governing Board

James Tunstall

(Printed Name of Governing Board President/Chair)

Chief School Administrator

Sean Aiken

(Printed Name of Chief School Administrator)

Date Signed: 11/24/20

Date Signed: 11/24/20