

Student Name:

Date: 2/5/19

Special Education Supplemental Contract

WHEREAS, the Warwick School District and Ephrata School District (collectively the "school districts") each provide special educational and related services to school-aged children pursuant to the Individuals with Disabilities Education Act ("IDEA") and Section 504 of the Rehabilitation Act ("Section 504"), their implementing regulations and related state laws;

WHEREAS, the school districts wish to work cooperatively together with one another to provide such special education services in a more cost-effective manner by sharing and/or pooling together resources when they deem it particular to do so; and

WHEREAS, the school districts wish to enter into this Special Education Supplemental Contract ("Contract") in order to establish a framework in which individual school districts may obtain educational placement slots and/or related services for their own special education students from other participating school districts.

THEREFORE, intending to be legally bound, the Warwick School District, Ephrata School District each agree as follows:

1. **Term:** This Contract shall be in effect for the remainder of the 2018-2019 school year, the school districts may agree to extend this contract for one additional school year pursuant to mutually agreed upon terms and conditions. Absent an agreed upon extension, this Contract shall expire on June 30, 2019.
2. **Definitions:** The following terms shall be defined as follows for purposes of this Contract:
 - a. **Student** – a school-aged child entitled to receive special education services who is enrolled as a student in a Sending School District.
 - b. **Sending School District** – a student's school district of residence or a school district otherwise obligated to provide educational services to a student under Section 1302, 1305, or 1306 of the Public School Code.
 - c. **Educating School District** – a school district that agrees to provide some or all of the special educational services to a student in place of the student's Sending School District.
 - d. **Special Educational Services** – an educational placement and/or related service(s) that a student is entitled to receive pursuant to IDEA or Section 504.
3. **Providing Special Education Services:** An Educating School District may agree with a Sending School District to provide special education services for one or more

students during the remainder of the 2018-2019 school year. When such an agreement is reached between the Special Education Directors from the Educating School District and Sending School District, the following information shall be specified in that agreement:

- a. The name and age and grade of the student to receive special education services:

Name: _____ Grade: _____

- b. The special educational services to be provided to the student by the Educating School District (i.e. educational placement, related service, etc.)

Educational Services: Multiple Disabilities Support

- c. The duration of time such special education services shall be provided to the student by the Educating School District;

Duration of Time: Remainder of the 2018/2019 School Year

- d. The location where the special education services are to be provided;

Location: John Beck Elementary School

- e. The agreed upon cost that the Sending School District shall pay the Educating School District for providing such special education services in accordance with this Contract; and

Total Cost: \$12,579.69

- f. Provide a copy of the student’s Individual Education Plan (“IEP”) and/or Section 504 plan to the Educating School District.

4. **Schedule for Providing Special Education Services:** Special education service(s) shall be provided to a student pursuant to the Educating School District’s calendar.

5. **Charges of Special Education Services:** The school districts agree to use the following formulas to determine the applicable charges for the services identified below:

- a. **Related services** - Speech and/or language therapy, occupational therapy, physical therapy, behavioral support services, and job training services rendered by the Educating School District or an approved contracted outside agency will be billed between the Educating and the Home School Districts pursuant to an agreed upon hourly rate (including a 5% administrative fee).

- b. **Classroom/Educational Placement** – The per student charge shall be based upon the total salaries and fringe benefits paid to the classroom staff members providing services to students enrolled in the class. The total cost

of salaries and fringe benefits of the classroom shall be determined on October 1st of the given year of service shall be divided by the maximum approved number of students and the per student value shall be billed by the Educating School District to the Sending School District for each student enrolled in the class or program. In addition, a five percent (5%) administrative fee shall be charged to the specified per student amount. If a student is enrolled in the class for only a portion of the school year, a pro-rated student charge shall be determined.

6. **Payment for Special Education Services:** The payment for all special education services contemplated by Contract shall be \$12,579.69, which will be pre-billed by the Educating school district on a monthly basis for the upcoming month's services. Any adjustments to the total average daily membership or related services rendered will be adjusted on the final invoice as agreed to by both parties.
7. **School Transportation:** The Sending School District shall be responsible for transporting any students to and from school each instructional day (including any transportation to the Educating School District).
8. **Access Billing:** The Educating School District shall bill for and collect funds for services covered through ACCESS. In the case where funds are received for personal care aides, these funds will be reflected as a benefit to the sending school district on the end of the year billing statement.
9. **Child Accounting:** The Educating school district will be responsible for all child accounting reporting for each student receiving special education services on behalf of the Sending school district, which may include special reporting required by PDE.
10. **Issuance of Diplomas:** The Sending School District shall be responsible for issuing the high school diploma to any student that has successfully completed his/her high school education.
11. **Cost of Special Education or Related Litigation:** The Sending School District shall be solely responsible for the cost to defend any complaint filed by a student and/or the student's parent/guardian for any alleged violation of IDEA or Section 504. The Educating School District shall immediately notify the sending school district of any potential legal claims made or threatened by the student, the student's parent/guardian or student's attorney, so the sending school district may timely report and notify its insurance carrier.

12. Responsibilities of Educating School District: The Educating School District shall be responsible for the following when providing special education services to a student:

- a. Ensure that its educational staff are properly certified and trained to provide the contemplated special education services;
- b. Ensure that the special education services are delivered in a manner that complies with all applicable state and federal law, to the extent that such compliance does not depend on the performance or actions of the school districts, the Commonwealth, any federal government agency, or any other individual or entity beyond the control of the Educating School District;
- c. Preparing and/or providing assistance in preparing a student's multidisciplinary reevaluation and/or IEP, in conjunction with the Sending School District, for the subsequent school year;
- d. Making the appropriate school personnel reasonably available to participation as needed in MDEs and IEP planning conferences;
- e. Adhere to all provisions contained in the student's IEP and/or Section 504 plan regarding the provision of programs, services, accommodations, or support to the student.

13. Responsibilities of the Sending School District: The Home School District shall be responsible for the following when providing special education services to a student:

- a. Retain responsibility for the multidisciplinary evaluation and reevaluation (MDE) and IEP development and revision processes for all exceptional or thought-to-be exceptional students who reside within the Sending School District and shall remain the Local Education Agency (LEA) for all such students;
- b. The Sending School District shall make appropriate members of its staff available at reasonable times to confer with the Educating School District regarding the implementation of a student's IEP and/or Section 504 plan. The Educating School District shall reasonably comply with all interpretation made by the IEP team that require the provision of programs, services,

accommodations, or support not contemplated within the scope of the programs and services enumerated in this Contract;

- c. The Sending School District shall remain responsible for the provision of such legal or advisory services and representation as are necessary to support the appropriateness of the evaluation, classification, program, or placement of its students who participate in or are assigned to a program or service provided or operated in accordance with this Contract, when evaluation, classification, program, or placement is challenged through due process; provided, however that nothing in this paragraph shall require the Sending School District to pursue due process or other legal proceedings in place of an amicable or mediated settlement. If at any time the Sending School District is not satisfied that the IEP and/or Section 504 plan of any student is being handled properly by the Educating School District, the sole and exclusive remedy for the Sending School District will be to remove the child from the program;
- d. The Sending School District shall retain legal responsibility at all times to provide special education services to a student in compliance with the current IEP, order issued by a hearing officer or court, or consent degree or settlement agreement entered into by the Sending School District. If the Sending School District materially alters the contemplated programs, services, accommodations, or support after the Educating School District agrees to provide special education services, the Educating School District may terminate the provisions of services.

14. Education Records: The Sending and Educating School Districts shall share or otherwise make reasonably available a student's education records and any other relevant information to ensure they both fulfill their respective responsibilities in ensuring special educational services are provided in a manner that complies with state and federal law.

15. Payment Obligation: The Sending School District's obligation to make payments in accordance with this Contract is not contingent upon the receipt of funding from the Commonwealth of Pennsylvania, the federal government or any other source.

16. Indemnification: The Educating and Sending School Districts agree as follows regarding indemnification rights under this Contract:

- a. The Educating School District agrees to indemnify, defend, and hold harmless the Sending School District and its directors, officers, agents, and employees against all claims, damages, losses or penalties that result either from the acts or omissions of the administrative, professional, paraprofessional or support staff provided by the Educating School District under the terms of this Contract or from the maintenance or operation of any equipment or vehicles provided or used by the Educating School District under the terms of this Contract. The Educating School District shall maintain sufficient liability insurance for this purpose in amounts not less than \$1,000,000 per incident or occurrence and shall provide the sending school district with evidence of this coverage on demand;
- b. The Sending School District agrees to indemnify, defend, and hold harmless the Educating School District and its directors, officers, agents, and employees against all claims, damages, losses, or penalties that result either from the acts or omissions of the Sending School District, or its administrative, professional, paraprofessional, or support staff or from the maintenance, use, or operation of any real property, equipment, or vehicles used by the Sending School District. The Sending School District shall maintain sufficient liability insurance for this purpose in amounts not less than \$1,000,000 per incident or occurrence and shall provide the Educating School District with evidence of this coverage on demand; and
- c. Nothing in this paragraph, or its subparagraphs, is intended to waive or otherwise extinguish the immunity protections of the Educating School District and/or Sending School District under the Political Subdivision Torts Claims Act, as amended.

17. Independent Contractors: None of the administrative, professional, paraprofessional, or support staff provided by the Educating School District under the terms of this Contract shall be considered employees or agents of the Sending School District for any purpose, and none of the administrative, professional, paraprofessional or support staff of the Sending School District shall be considered employees or agents of the Educating School District for any purpose.

18. Severability: The Sending and Educating School Districts agree that this Contract shall be interpreted and otherwise construed in a manner that fully complies with all applicable state and federal laws. If any provision of this Contract is contrary to applicable law, that provision shall be considered severable, and the remainder of this provisions herein shall be enforceable.

Student Name: |

Date: 2/5/19

WITNESS/ATTEST:

Stephanie A. Henjick
Secretary

Sending School District

By Timothy W. Stayer (SEAL)
President

Educating School District

Secretary

By _____ (SEAL)
President