

AGREEMENT FOR SCHOOL-AGE EDUCATION SERVICES

THIS AGREEMENT for School-Age Education Programs and Services (hereinafter “Agreement”) is made this [date] day of [month], [year] by and between the **APPALACHIA INTERMEDIATE UNIT 8** (“IU8”), a Pennsylvania Intermediate Unit organized and operating under the Public School Code of 1949, 24 P.S. § 1-101 *et seq.*, with its principal place of business at 4500 6th Avenue, Altoona, PA 16602 and **PORTAGE AREA SCHOOL DISTRICT** (“District”), a School District with its principal place of business at 84 Mountain Avenue, Portage, PA 15946. In consideration of the promises and covenants contained in this Agreement, and intending to be legally bound, the parties agree as follows:

1 Scope of Work

1.1 IU8 agrees to provide and perform school-age education programs and services (“Services”) as enumerated and outlined on the “**APPENDIX B, SERVICES**” form attached hereto.

2 The Services referenced in section 1.1 above include all labor, products, and/or tools the IU8 requires to provide and perform the services, unless otherwise specifically stated as excluded or to be provided/performed by the District or a third party.

3 Responsibilities of the Parties

3.1 Both parties agree to act in good faith in fulfillment of this Agreement. Neither party shall attempt to hinder or otherwise prevent the other party from fulfilling their duties as outlined herein.

IU8 shall:

3.1.1. Perform all Services as outlined on the Appendix B;

3.1.2. Ensure that the Services provided comply with all requirements of state and federal law in effect during the term of this Agreement to the extent that such compliance does not depend on the performance or actions of the District, the Commonwealth, or federal governments, or any other individual or entity beyond the control of IU8. When compliance with the requirements of state or federal law, including the provision of a free appropriate public education, depends upon the performance, actions, or cooperation of the District, IU8 shall advise the District accordingly.

3.1.3. Ensure administrative oversight, supervision, and evaluation of all IU8 professional and IU8 support staff who are used to implement this Agreement.

3.1.4. Provide all supplies, equipment, and materials necessary to implement this Agreement, provided, however, that supplies, equipment, materials, and personnel that are used

- exclusively by one student and are not essential to the general operation of the program or service shall remain the responsibility of the student's Local Educational Agency ("LEA").
- 3.1.5. Provide all training and professional development to all IU8 staff as is mandated, required, and deemed necessary to implement this agreement in accordance with state and federal law and the terms of any applicable labor agreements to which IU8 is party.
- 3.1.6. Ensure for the provision of criminal background information on all IU8 staff for whom such information is required by Section 111 of the Public-School Code of 1949, P.L. 30, No. 14, and child abuse background required by P.L. 438, No. 124.
- 3.1.7. Initiate or renew the agreement, annually, on or before July 31 for the ensuing year. IU8 shall establish and shall notify the District in writing of the estimated cost of each program or service enumerated in or added to "**APPENDIX C, BOARD APPROVED RATES**" for the ensuing year. IU8 shall base the cost for a program or service on the actual cost that IU8 estimates it will incur to provide the program or service in accordance with paragraph 1 during the term of this Agreement or any renewal year. These estimated costs shall be incorporated into Appendix C and shall thereby be incorporated into this Agreement.
- 3.1.8. Adjust upward or down the cost for each program or service enumerated in Appendix C to reflect those material or significant changes in the actual costs incurred by IU8. **Upon Board approval each August**, IU8 shall furnish the District with written notification of this adjustment in the form of a modified Appendix C, which shall become part of this Agreement.
- 3.1.9. Calculate and invoice the District for the costs of program(s) and services rendered accordingly (Calculation examples in "**APPENDIX A, EXAMPLE CALCULATION OF SERVICES**"):
- 3.1.9.1 The School Year will be divided into 10 Billing Periods.
 - 3.1.9.2 Each Billing Period will consist of 18 days for all services with the following exceptions:
 - 3.1.9.2.1 Physical Therapy (billed monthly)
 - 3.1.9.2.2 Occupational Therapy (billed monthly)
 - 3.1.9.2.3 Social Work (20 days per period)
 - 3.1.9.2.4 Educational Audiology (billed monthly)
 - 3.1.9.3 Pro-rata Share of Number of Actual Daly Memberships ("ADMs") for the billing period:
 - 3.1.9.3.1 Multi-district instructional classrooms, including Multiple Disabilities Support
 - 3.1.9.3.2 Paraeducators in multi-district classrooms

3.1.9.3.3 Detention Center(s) and Alternate/Day Treatment Centers

3.1.9.3.4 Community-Based Life Skills Classrooms

3.1.9.4 Pro-rata Share of the Total Number of Service Hours per Service Itinerant Services:

3.1.9.4.1 Autistic Support

3.1.9.4.2 Emotional Support

3.1.9.4.3 Hearing Impaired Support

3.1.9.4.4 Speech and Language

3.1.9.4.5 Social Work

3.1.9.4.6 Transition Support

3.1.9.4.7 Vision Impaired Support

3.1.9.5 Daily rate for scheduled or received service:

3.1.9.5.1 School Psychologist(s)

3.1.9.6 Hourly rate for scheduled or received service:

3.1.9.6.1 Educational Interpreting

3.1.9.6.2 Physical Therapy

3.1.9.6.3 Occupational Therapy

3.1.9.6.4 Educational Audiology

3.1.9.6.5 ACCESS Coordination

3.1.9.6.6 ACCESS Secretary

3.2 District shall:

3.2.1. On or before **March 31** identify those programs and services that IU8 will and will not operate in accordance with this Agreement.

3.2.2. Within 30 days of receipt of invoice, pay IU8 the amounts specified on the billing statements issued across ten (10) billing periods.

3.2.3. Where applicable, agree to the conditions set forth in “**APPENDIX D, MEMORANDUM OF UNDERSTANDING FOR MULTI-DISTRICT CLASSROOM(S).**”

3.2.4. Follow IU8 Service Request process and provide requested educational information and special education documents.

3.2.5. Recognize the IU8 Special Education Supervisor for the program or service as the designated administrative liaison to the District and all concerns, requests for changes in service, or perceived needs for improvement services will be directed to the Supervisor.

- 3.2.6. In cooperation with IU8, remain responsible for the Multidisciplinary Evaluation and Reevaluation (“MDE”) and Individualized Education Program (“IEP”) development and revision processes for exceptional or thought-to-be exceptional students who reside within the District and are serviced by IU8. The availability of psychological and other diagnostic personnel provided by the IU8 in accordance with Appendix B shall be determined by a work schedule established by the District and IU8 in light of service purchased by the District. IU8 shall make appropriate members of its staff available at reasonable times and locations for participation as needed in MDEs and IEP planning conferences.
- 3.2.7. Provide IU8 staff with adequate notification and an opportunity to participate in the development of MDEs and IEPs. Nothing in this agreement shall require IU8 to make available any staff member not directly involved in the provision of programs or services provided to the District in accordance with this agreement.
- 3.2.8. Along with IU8, adhere to all recommendations of the IEP team to the extent that implementation of those recommendations is within the scope of the programs and services enumerated in Appendix B. In the event the recommendations of the IEP team require the provision of programs, services, accommodations, or support not within the scope of the programs and services enumerated in Appendix B, but are available through IU8, such provisions will be determined and reflected in a revised Appendix B. It is understood that IU8 may, based on availability of personnel, provide the related Itinerant Services to students from its member school districts that are enrolled in an IU8 program.

4 Duration, Renewal, and Termination of Agreement

- 4.1 This Agreement shall take effect on **August 1, 2025**, and shall remain in full force and effect, subject to adjustments in accordance with paragraphs 3 through **July 31, 2026**.
- 4.2 This Agreement shall renew automatically for one year commencing **August 1, 2026**, and from year-to-year thereafter, unless IU8 receives written notice of non-renewal on or before **March 31** immediately preceding the renewal year. If the District fails to provide timely notice of non-renewal in accordance with this paragraph, this Agreement shall renew, at the option of IU8, for the ensuing year beginning August 1 and shall terminate effective July 31 of the next year.
- 4.3 This Agreement may be terminated prior to expiration of the term by mutual written agreement of the parties. The parties acknowledge and agree that in the event this Agreement terminates prior to the completion of any students’ assignment to special education programs, the IU8 shall be under

no obligation to provide educational services with respect to such students beyond the termination date.

- 4.4 If the termination or non-renewal of this Agreement necessitates the suspension of professional employees employed by IU8, and the District continues to operate the programs or services affected by the termination or non-renewal, the rights of the suspended professional shall be governed by the provisions of Section 1113 of the Public School Code, 24 P.S. 11-1113, Transfer of Entity.

5 Confidentiality

IU8, its employees, contractors, and/or agents shall use student information solely for the purpose of delivering education programs and services in accordance with the terms of this Agreement. IU8 agrees that student information shall be kept confidential, provided that any such information may be disclosed to the IU8 and its employees, contractors, and/or agents whom need to know such information to deliver the student services in accordance with this Agreement.

6 Liability

IU8 agrees to indemnify, defend, and hold harmless both the District and any director, officer, agent, or employee of the District 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 IU8 under the terms of this agreement or from the maintenance or operation of any equipment or vehicles provided or used by IU8 under the terms of this agreement. IU8 shall maintain sufficient liability insurance for this purpose in amounts not less than \$1,000,000 per incident or occurrence and shall provide the District with evidence of this coverage on demand.

The District agrees to indemnify, defend, and hold harmless both IU8 and any director, officer, agent, or employees of IU8 against all claims, damages, losses, or penalties that result either from the acts or omissions of the administrative, professional, paraprofessional, or support staff of the District or from the maintenance, use, or operation of any real property, equipment, or vehicles. The District shall maintain sufficient liability insurance of this purpose in amounts not less than \$1,000,000 per incident or occurrence and shall provide IU8 with evidence of this coverage on demand.

None of the administrative, professional, paraprofessional, or support staff provided by IU8 under the terms of this Agreement shall be considered employees or agents of the District for any purpose, and none of the administrative, professional, paraprofessional, or support staff of the District shall be considered employees or agents of IU8 for any purpose. IU8 agrees to indemnify, defend, and hold harmless the District against all claims, damages, losses or penalties resulting from any determination, whether judicial, administrative, or

otherwise, that any of the foregoing staff members provided by IU8 under the terms of this Agreement is an employee or agent of the District. The District agrees to indemnify, defend, and hold harmless IU8 against all claims, damages, losses, or penalties resulting from any determination, whether judicial, administrative, or otherwise, that any of the foregoing staff members provided by the District under the terms of this Agreement is an employee or agent of IU8.

This Agreement is intended to and shall be construed as consistent with all applicable state and federal laws in effect on the above date, including the Individuals with Disabilities Act and its implementing regulations, the Rehabilitation Act of 1973 and its implementing regulations, Titles VI and IX of the Civil Rights Act of 1964 and their implementing regulations, the Family Education Rights and Privacy Act and its implementing regulations, the Pennsylvania Public School Code of 1949, Chapters 14 and 15 of the regulations of the State Board of Education, and Chapter 342 of the standards of the Pennsylvania Department of Education. To the extent that the law is construed as inconsistent with the language of this Agreement, the law shall supersede the language as the Intergovernmental Agreement expression of the parties' intent and may be enforced as such.

This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania, and all obligations of the parties created under it are performable in Blair County, Pennsylvania.

Modifications to or adjustments in APPENDIX B as permitted or required by this Agreement shall in all cases be made in writing executed by a representative of the parties and shall become part of this Agreement regardless of whether a modified or adjusted schedule is affixed hereto.

This Agreement constitutes the entire agreement and understanding between IU8 and the District concerning the programs and services to which it applies. It supersedes and repeals all prior or contemporaneous agreements and understandings, written or oral, on this subject. Any modification to this Agreement shall be in writing executed by the legal representatives of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

ATTEST:

Dr. Thomas Butler
Executive Director
Appalachia Intermediate Unit 8

Witness

Date: _____

Mr. Pete Noel
Superintendent
Portage Area School District

Witness

Date: _____

APPENDIX A

EXAMPLE CALCULATION OF SERVICES RENDERED

ATTENTION: The following are examples only. Any numbers provided are for example only and should be used for reference only.

NOTE: All service hours are rounded up to the nearest quarter hour (15 minute) increment.

3.1.9.3 Pro-rata Share based on ADM:

- 3.1.9.3.1 Multi-district instructional classrooms, including Autistic Support and Multiple Disabilities Support
- 3.1.9.3.2 Paraeducators in multi-district classrooms
- 3.1.9.3.3 Detention Center(s) and Alternate/Day Treatment Centers
- 3.1.9.3.4 Community-Based Life Skills Classrooms

This example is for one location for one service, Detention Center(s) and Alternate/Day Treatment Center. Each Service and location will have its own cost per ADM per period. The calculation method is the same for all the above services.

The board approved rate for a Detention and Alternative Ed Instruction (DAEI) is \$145,225 per FTE.

There are two (2) FTEs assigned to this DAEI location.

There are ten (10) billing periods per year.

The total ADM for the DAEI location during this period is 510.

The District's ADM for the DAEI location during this period is 72.

The total annual cost for the DAEI is \$145,225 (per FTE) × 2 (FTE) = \$290,450.

The cost per period for the DAEI is \$290,450 (per year) ÷ 10 (periods per year) = \$29,045.

The cost per ADM for this period is \$29,045 (cost per period) ÷ 510 (total ADM) = \$56.95.

Therefore, the District's this period cost for DAEI is \$56.95 (cost per ADM) × 72 (District ADM) = **\$4,100.40**.

3.1.9.4 Pro-rata Share based on Total Number of Service Hours:

- 3.1.9.4.1 Autistic Support
- 3.1.9.4.2 Emotional Support
- 3.1.9.4.3 Hearing Impaired Support
- 3.1.9.4.4 Speech and Language
- 3.1.9.4.5 Social Work
- 3.1.9.4.6 Transition Support
- 3.1.9.4.7 Vision Impaired Support

This example is for one itinerant service type, Vision Impaired Support. Each Service type will have its own cost per service hour per period. The calculation method is the same for all the above services.

The board approved rate for a Vision Impaired Support (VIS) provider is \$145,130 per FTE.

There are five (5) FTEs providing VIS.

There are ten (10) billing periods per year.

The total number of service hours provided by the five VIS FTEs during this period is 458.75.

The number of hours the District's students were provided VIS service during this period is 58.25.

The total annual cost of VIS is \$145,130 (per FTE) × 5 (FTE) = \$725,560.

The cost per period for VIS is \$725,560 (per year) ÷ 10 (periods per year) = \$72,556.

The cost per service hour for this period is \$72,556 (cost per period) ÷ 458.75 (total service hours) = \$158.18.

Therefore, the District's cost this period for VIS is \$158.18 (cost per hour) × 58.25 (hours) = **\$9,213.99**.

3.1.9.5 & 3.1.9.6 The District's cost for services billed on an Hourly and Daily rate basis is the product of the number of units (hours or days) service is provided and the approved (hourly or daily) rate.

**APPENDIX B
SERVICES**

Service Type	2024-2025 Agreement	2025-2026 Anticipated TIME & EFFORT FTE or Estimated Enrollment	Location(s) of Service
DIRECT INSTRUCTION PROGRAMS & SERVICES:			
Multiple Disabilities Classroom	Is available based on district need	NA	
Autistic Support Classroom	x	NA	
Speech and Sensory Impaired Support- Hearing Impaired Support	.02 - .03	Approx. 1-1 ½ hours/week .05 FTE	PASD locations
Speech and Sensory Impaired Support- Blind and Visually Impaired Support	.04	Approx. 1 ½-2 hours/week .07 FTE	PASD locations
Speech and Sensory Impaired Support- Speech & Language Support	NA	NA	
Itinerant Autistic Support	NA	NA	
Itinerant Transition Support	NA	NA	
Education at Day Treatment/ EFP, Elementary	Available based on district need	1	Blair
Education at Day Treatment/ EFP, Secondary	Available based on district need	1	Blair
Full Time Paraeducator in LSS or MDS classroom		NA	
CENTER/COMBINED COST PROGRAMS:			
BRIDGE, LSS Community-based Transitional Classroom, Ebensburg	Available based on district need	Available based on district need	Cambria Co. location
BRIDGE, LSS Community-based Transitional Classroom, Richland	NA	NA	

Education at Day Treatment, AYS	Available based on district need	2	
SUPPORT SERVICES:			
Educational Interpreting Services	NA	NA	
Educational Audiology Services	X	Hourly, based on need	
Psychological Services	NA	NA	
Social Work Services	NA	NA	
Physical Therapy/ Occupational Therapy	Approx. 55 – 65 hrs/month	Approx. 50 hours/month	PASD locations
School Based Access Program – Coordination & Clerical Support	Billed at hourly rate	Billed at hourly rate	
ADDITIONAL SERVICES:			
Extended School Year Services	Where IU8 is the provider of a special education program or service for the 2025-2026 school year, Extended School Year (ESY) services are provided based on (1) individual student eligibility as determined by the IEP team and (2) the District/LEA requests/approves the ESY services as documented in the IEP.		
Education at an Alternate Site	IU8 may provide educational programs and special education services at locations outside of the School District where the School District serves as the host and Local Education Agency (LEA). All parties agree the host School District is the LEA for the facility it hosts and IU8 is serving as an educational service provider at the request of the School District/LEA.		
Services not included will be billed at cost plus the Board approved operational cost rate. (An example of a service that is not included: specific district request for an individualized service that may be provided outside a regular workday or regular school year, like instruction in the home. These are invoiced at the professional’s per diem, hourly rate plus board approved operational cost rate.)			
All Direct Instruction, Centers/Combined Cost, and Social Work costs are invoiced across 10 billing periods at a pro-rata basis.			

APPENDIX C
APPALACHIA INTERMEDIATE UNIT 8
SPECIAL EDUCATION SERVICE RATES
2025-2026
Preliminary

	2025-2026	2024-2025
Direct Instruction Programs:		
Life Skills/Multidisability Classrooms/Autistic Classrooms	\$ 156,825	\$ 152,077
Speech and Sensory Impaired Support	\$ 124,259	\$ 119,962
Autistic/Emotional/Transition Support Itinerant	\$ 133,525	\$ 129,822
Detention and Alternative Ed Instruction	\$ 179,232	\$ 172,047
Paraeducator FTE	\$ 58,785	\$ 55,913
 Center Programs:		
Bridge Apartment Programs	\$ 232,091	\$ 224,645
AYS Day Treatment - Ebensburg	\$ 741,009	\$ 718,988
Adelphoi Manor	\$ 354,950	\$ 344,094
 Support Services:		
Signing Interpreters	\$ 64.52/ hr.	\$ 61.64/ hr.
Psychological Services	\$ 865.70/ day	\$ 840.50/ day
Audiologist Services	\$ 97.85/ hr.	\$ 95.00/ hr.
Social Worker FTE	\$ 114,857	\$ 111,285
Physical/Occupational Therapy (Combined Rate)	\$ 100.37/ hr.	\$ 96.41/ hr.
ACCESS Coordinator	\$ 96.58/ hr.	\$ 93.08/ hr.
ACCESS Secretary	\$ 68.09/ hr.	\$ 64.82/ hr.

Please note: Services not listed above will be billed at cost plus the Board approved operational cost rate.
FTE = Full Time Equivalent

Direct Instruction, Centers and Social Worker amounts are per billing period. There are ten billing periods and the amounts are allocated to customers on a pro-rata basis.