



Carbon Lehigh Intermediate Unit #21

4210 Independence Drive
Schnecksville, PA 18078-2580


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CARBON LEHIGH INTERMEDIATE UNIT MEMBER SCHOOL DISTRICT INTERGOVERNMENTAL AGREEMENT FOR SPECIAL EDUCATION SERVICES

This Agreement is made this _____ day of _____, 2017, between _____ ("District") and the Carbon Lehigh Intermediate Unit 21 of 4210 Independence Drive, Schnecksville, PA 18078-2580 ("IU"). In consideration of the promises and covenants contained in this Agreement, and intending to be legally bound, the parties agree as follows:

1. Responsibilities of the IU

- a. During the 2017-2018 school year, the IU will maintain and operate a program of special education services in accordance with the provisions of the Special Education Plan of the IU, as submitted to the Pennsylvania Department of Education on or about 5/1/2017. Such services shall be provided in accordance with all requirements of state and federal laws.
- b. If through the IU's referral process, a student has been identified as being in need of services provided by the IU and for whom the District has issued, or intends to issue, an appropriate Notice of Recommended Educational Placement (NOREP), the IU will determine if it will accept the student into an appropriate IU special education program and provide services.
- c. Students accepted by the IU into an IU special education program, who require related services as per their Individualized Education Program, will receive such services through IU programming and IU authorized personnel only.
- d. School Year Special Education Services
 - i. IU shall issue a revised projection of costs for special education services based on student data as of June 30, 2017 which is an update from the estimated November 2016 Cost Projections for the 2017-2018 school year which were based on the prior school year. This revised projection will be provided to the District no later than the first week in September 2017.
 - ii. IU will provide an invoice for Special Education Services in accordance with the following schedule:
 1. September 1st Invoice: Twenty-five percent (25%) of the revised Projected Special Education Costs issued by the first week in September 2017.
 2. December 1st Invoice: Twenty-five percent (25%) of the revised Projected Special Education Costs issued by the first week in December 2017.
 3. February 15th Invoice: Twenty-five percent (25%) of the Mid Year Reconciliation of Special Education Costs based on actual student data as of the third Monday in January 2018 issued by the third week in February.
 4. April 15th Invoice: Full amount of the calculated balance between the Mid-Year Reconciliation of Special Education Costs which is based on the student data as of

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the third Monday in January 2018 and the amount(s) previously invoiced year to date under this Agreement. If the Mid-Year Reconciliation of Special Education costs are less than the amount(s) previously invoiced under this Agreement, there will be no amount invoiced on or by April 15, 2018. No refunds will be issued until the final reconciliation is complete.

5. July 31st Invoice/Refund Statement: Final Reconciliation of Costs for Special Education Services based on actual student data as of June 30, 2018. If the Final Reconciliation of Special Education costs exceed the total amount(s) invoiced under this Agreement, the IU will include an invoice for the balance owed by the District with the Final Reconciliation Statement. If the Final Reconciliation of Special Education costs are less than the amount(s) previously invoiced and paid by the District under this Agreement, the IU will refund the overpayment to the District by September 1, 2018.
- e. School Year S.I.T.E.S Programs
- i. IU will invoice District ninety dollars (\$90) for each day that a client enrolled in a S.I.T.E.S program is absent.
 - ii. The IU will only accept a District's withdrawal of a client from a S.I.T.E.S program after a client has been absent for five or more consecutive days due to hospitalization, incarceration or suspension. The date of withdrawal will revert to the last date of attendance prior to an absence of this manner.
 - iii. IU will issue District an invoice for client absences on the following schedule:
 1. December 15th Invoice: an invoice will be issued for client absence(s) occurring between the first day of school and November 30th;
 2. March 15th Invoice: an invoice will be issued for client absence(s) occurring between December 1st and February 28th.
 3. July 31st Invoice: an invoice will be issued for client absence(s) occurring between March 1st and June 30th.
- f. Summer Services (Summer 2018)
- i. IU will invoice the District for Summer Services by September 30, 2018.
 - ii. IU will calculate Summer Services cost for all summer programs based on student membership, regardless of students' attendance, established on the final student enrollment roster which is to be confirmed by the District no later than June 1st.
 - iii. If the District does not explicitly confirm the student enrollment roster by June 1st, the IU will consider the student enrollment roster verified and final for student membership.
 - iv. The only allowable roster changes after June 1st are for students who enter or withdraw from the District after the June 1st confirmation. If an allowable roster change occurs the District will be invoiced on the prorated time period for membership. An allowable roster change will only become effective on the date the District notifies the IU of the change in writing. If no written notification is received regarding an allowable roster change the District will be invoiced for student membership for the entire summer period.

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- g. S.I.T.E.S Summer Services
 - i. IU will invoice District ninety dollars (\$90) for each day that a client enrolled in a Summer S.I.T.E.S program is absent.
 - ii. The IU will only accept a District's withdrawal of a client from a Summer S.I.T.E.S program after a client has been absent for five or more consecutive days due to hospitalization, incarceration, or suspension. The date of withdrawal will revert to the last date of attendance prior to an absence of this manner.
 - iii. IU will invoice the District for S.I.T.E.S Summer Services by September 30, 2018.
 - h. 1305 and 1306 Students
 - i. IU will bill the host district for services provided to 1305 or 1306 identified students.
2. Responsibilities of the District
- a. District will comply with the IU's student referral process including providing or completing all required student documentation for a student enrollment into an IU program or service.
 - b. District agrees that it will only utilize IU authorized personnel for related services for students accepted into an IU special education program who require such related services as per their IEP.
 - c. District agrees to pay the IU for all programs and services as invoiced per the above schedule.
 - d. District agrees to pay the IU invoice within 90 days of the date the invoice was sent to the District.
 - e. District agrees that upon the receipt of the end of year reconciliation data verification that it will confirm the accuracy of the data within 30 calendar days of receipt. The IU will send the end of year reconciliation data verification by May 15, 2018.
 - f. District agrees that it will not challenge an invoice due to data accuracy after 30 calendar days following the issuance of the final reconciliation statement issued by July 31, 2018.
 - g. District agrees to pay ninety dollars (\$90) for each day that a client enrolled in a S.I.T.E.S program or a Summer S.I.T.E.S program is absent.
 - i. District agrees it will only withdraw a client from a S.I.T.E.S program after a client has been absent for five or more consecutive days due to hospitalization, incarceration, or suspension. The date of withdrawal will revert to the last date of attendance prior to an absence of this manner.
 - h. District will confirm the final student enrollment roster for all Summer Services no later than June 1st. The District will submit all allowable changes to the roster to the IU Special Programs and Services designee, in writing, and will only become effective on the date notification is received. If the District does not explicitly confirm the student enrollment roster by June 1st, the IU will consider the student enrollment roster verified and final for student membership.
 - i. The only allowable roster changes after June 1st are for students who enter or withdraw from the District after the June 1st confirmation. If an allowable roster change occurs the District will be invoiced on the prorated time period for membership. An allowable roster change will only become effective on the date the District notifies the IU of the change in writing. If no written notification is received regarding an allowable roster change the District will be invoiced for student membership for the entire summer period.
3. District agrees to indemnify and hold harmless IU and its officers, agents and employees against all liability, losses and costs imposed on IU, including attorney fees, attributable to acts or omissions of District arising out of the conduct and/or responsibilities to be carried out by District under this agreement with the understanding that nothing herein shall be construed to waive the immunities or expand the limitations on

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liability granted to District under state law. IU agrees to indemnify and hold harmless District and its officers, agents and employees against all liability, losses and costs, imposed on District, including attorney fees, attributable to acts or omissions of IU arising out of the conduct and/or responsibilities to be carried out by IU under this agreement with the understanding that nothing herein shall be construed to waive the immunities or expand the limitations on liability granted to IU under state law.

District: _____

By: _____

Printed/Typed Name: _____
Superintendent

Date: _____

Carbon Lehigh Intermediate Unit #21

By: _____
Dr. Elaine E. Eib, Executive Director

Date: _____