



Eastern York School District

TEACHING TO THE EDGES

Dr. Joseph W. Mancuso III - *Superintendent*

Dr. Douglas A. Enders - *Assistant Superintendent*

Dr. Keith A. Shoemaker - *Director of Teaching and Learning*

Mr. Ken R. Marx - *Business Manager*

120 South 3rd Street Telephone: (717) 252-1555 P.O. Box 150 Fax: (717) 478-6000 Wrightsville, PA 17368 www.easternyork.net

AGREEMENT

This is an agreement between York Suburban School District (York Suburban) with an address of 1800 Hollywood Drive, York, Pennsylvania, and the Eastern York School District (Eastern) with an address of 120 South Third Street, Wrightsville, Pennsylvania. Eastern and York Suburban may herein be referred to collectively as "Parties".

The parties, intending to be legally bound hereby, agree to the following terms and conditions:

1. STUDENT, (hereinafter "Student"), a student enrolled at York Suburban School District, requires certain special education services as defined by his/her Individualized Education Program (hereinafter "IEP"), a copy of which is incorporated herein by reference.
2. York Suburban seeks to contract with Eastern to provide special education services within Eastern's York Middle School's special educational program during the 2026-2027 School Year in accordance with Student's IEP.
3. York Suburban and Eastern agree that the placement set forth in Paragraph 2 herein is the least restrictive and most appropriate environment for Student.
4. Eastern and York Suburban agree that Student will attend school from August 26, 2026 of the school year to the last day of the school year, unless otherwise agreed to by the Parties in writing. York Suburban shall remain obligated to pay all of the amounts due to Eastern for the days that Student was enrolled in Eastern's program as per the terms of this Agreement.
5. Eastern shall promptly notify the Student's Parent/Guardian and York Suburban if it cannot provide services in accordance with Student's IEP for any reason or because the class seat is required for an Eastern student.
6. If it becomes necessary for Eastern York to shift to remote instruction, Student will receive instruction as it will be delivered for the rest of the students in Eastern's special educational program.
7. The charge for the education services provided for under this Agreement will be \$47,500 for the 2026-2027 school year. To the extent Student's educational placement changes before the end of the 2026-2027 school year, or to the extent the

necessary services provided by Eastern York are materially changed, the Parties will negotiate a reasonable adjustment to the annual charge, accordingly.

8. The following services and/or related services will be included in the tuition cost billed to York Suburban:

- Supervisory support
- Transition Services- if applicable
- Speech/Language Services
- Occupational Therapy services

Any additional related services, which are not included above, and including Physical Therapy and/or Psychological Evaluations or Reevaluations, English Language Learning needs, and/or any other related services including but not limited to vision, hearing, mobility, orientation etc., will be the responsibility of York Suburban.

9. York Suburban agrees to transport Student to and from Eastern's program. 10.

Eastern agrees to provide Student the necessary technology (student device). Any additional or individualized technology needs outlined in Student's IEP will be provided by York Suburban.

11. If Student's IEP requires a personal care assistant, York Suburban agrees to provide and pay for the personal care assistant.

12. If needed, York Suburban will collaborate with Eastern to provide an interpreter in accordance with Student's IEP.

13. For legal purposes, York Suburban will at all times remain Student's Local Education Agency, conduct and supervise all IEP meetings, and ensure compliance with all applicable IEP provisions at no additional cost to Eastern. York Suburban hereby agrees to indemnify, defend, and hold Eastern harmless of and from any and all costs, expenses, judgments, and damages, including reasonable attorney fees, arising in any way from the provision of services as set forth in this Agreement.

York Suburban has reviewed this Agreement and hereby acknowledges its understanding of the terms of this Agreement and agrees to abide by and be held responsible for payment of the obligations set forth.

Eastern York York Suburban BY: _____ Date: _____

Name: _____

York Suburban BY: _____ Date: _____

Name: _____