

Wilkinsburg School District and School District of Pittsburgh LETTER OF INTENT

The Wilkinsburg School District, due to low enrollment, cannot provide the academic offerings required to provide students adequate opportunities to receive a quality education and, therefore, is considering closing and discontinuing its middle / high school program (grades seven through twelve). In the event of the closure and discontinuance of the Wilkinsburg School District's middle / high school program, pursuant to Section 1607 of the Public School Code, 24 P.S. § 16-1607, Wilkinsburg School District will assign the pupils to a high school and provide adequate transportation thereto.

The following terms serve as the base agreement of the parties, to be further supplemented as necessary, for the assignment of Wilkinsburg School District students in grades seven through twelve to attend school in the Pittsburgh Public Schools pursuant to Section 1607 of the Public School Code:

1. **Assignment of Pupils.** Upon the closure by Wilkinsburg School District of its middle / high school, in accordance with Section 1607 of the Public School Code, Wilkinsburg School District students in grades seven through twelve shall be assigned by Wilkinsburg School District to attend high school in the Pittsburgh Public Schools' George Westinghouse Academy, also known as Westinghouse 6-12 School (hereinafter, "Westinghouse").
2. **Term.** The term of this agreement shall begin at the commencement of the first school year following and in the event of the closure by Wilkinsburg School District of its middle / high school program (grades seven through twelve), but not sooner than the commencement of the 2016/17 school year. The term of this agreement shall conclude on June 30, 2022, unless previously terminated or extended by the mutual agreement of the parties, provided, that the termination or expiration of this agreement shall not impair any rights Wilkinsburg School District students otherwise have to attend Pittsburgh Public Schools as provided by law upon the discontinuance by Wilkinsburg School District of its middle / high school program. Wilkinsburg School District shall provide Pittsburgh Public Schools with written notice of its desire to extend the term of this Agreement on or before October 31, 2021.
3. **Programs and Services.** Except as qualified in Paragraph 4 below with regard to Magnet School offerings, Wilkinsburg School District students will be fully eligible for all curriculum, instruction, alternative education services, and co-curricular and extra-curricular activities (including participation on interscholastic athletics teams) available to resident students of Pittsburgh Public Schools.
4. **Magnet Schools.** Students in grades seven through twelve from the Wilkinsburg School District will have the opportunity to enroll in the various Magnet School offerings in the Pittsburgh Public Schools subject to availability. During the first two school years in which Wilkinsburg School District students are assigned to Pittsburgh Public Schools, (a) Wilkinsburg School District students can be enrolled in a magnet once all Pittsburgh Public Schools resident students that qualify for a magnet school have been enrolled, and (b) Wilkinsburg School District students will be given priority for assignment to a magnet school before Pittsburgh Public Schools accept the assignment

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of students from any other school district. After these first two school years, the parties will meet and discuss means of expanding access of Wilkinsburg School District students to Magnet School offerings.

5. **Tuition.** The Wilkinsburg School District will pay the School District of Pittsburgh the tuition rate of \$8,000 in the first year. The tuition rate will increase to \$9,600 in the second year. (The difference in rates from the first year to second year is attributable to anticipated unemployment compensation costs to be incurred by Wilkinsburg School District during the first year). In subsequent years, the tuition rate will be increased by the Act 1 index as annually determined by the Pennsylvania Department of Education or as otherwise agreed by the parties.
6. **Special Education Students.** The foregoing tuition rates apply to all regular education students and those students with Individualized Education Plans or Section 504 agreements presently being served within Wilkinsburg High School.

To the extent the cost of implementing an IEP or service agreement requires additional resources beyond those otherwise deployed for placements within Pittsburgh Public Schools, tuition rates will be negotiated for individual students:

- (a) who, prior to assignment to Pittsburgh Public Schools, have IEP's or Section 504 agreements providing placements outside of Wilkinsburg High School that are rewritten to provide placements within Pittsburgh Public Schools, or
- (b) who are first identified to require an IEP or Section 504 agreement subsequent to their assignment to Pittsburgh Public Schools,

For educational placements outside of Pittsburgh Public Schools, Wilkinsburg School District shall directly pay the approved private school or other educational entity at which Wilkinsburg School District resident students are placed.

7. **Tuition Payments.** Wilkinsburg School District will pay to Pittsburgh Public Schools a prorated monthly tuition amount on or before the last day of each calendar month of each school year based upon the average daily membership of Wilkinsburg School District students in attendance and the number of instructional days in each month in proportion to the total number of instructional days in the Pittsburgh Public Schools' school year. On or before June 30th of each year, enrollments and tuition fees will be reconciled subject to audit.
8. **Standardized Testing.** Wilkinsburg School District students attending Pittsburgh Public Schools will receive preparation for and be administered all mandated and optional standardized tests. Scores of Wilkinsburg School District resident students on PSSA (Pennsylvania System of School Assessment) assessments, Keystone Exams and any other standardized assessment mandated by state or federal authorities will be separately attributed to Wilkinsburg School District. The attribution of such scores to Wilkinsburg School District is not intended to limit use of such scores

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by Pittsburgh Public Schools for educational purposes, including, but not limited to, improving student achievement and performance evaluations of school building administrators and professional and temporary professional employees. The parties recognize that this provision may be subject to approval of the Pennsylvania Department of Education.

9. **Grants.** Pittsburgh Public Schools will be entitled to utilize Wilkesburg School District students assigned to attend Pittsburgh Public Schools for purposes of state or federal monetary assistance for particular services to such students (such as free and reduced price meals, extraordinary special education subsidies, etc.) and applications for grants from public and/or private sources.
10. **Calendar.** Wilkesburg School District students enrolled in the Pittsburgh Public Schools will attend school in accordance with the Pittsburgh Public Schools calendar.
11. **Transportation.** Wilkesburg School District will be responsible for providing transportation for all Wilkesburg School District students enrolled in Pittsburgh Public Schools.
12. **Liaison and Coordination.** The parties will designate individual administrators and staff members as liaisons to coordinate matters related to student enrollment, transition, special education, transportation and other specific matters as may be determined necessary for the successful implementation of the parties' agreement.
13. **Transfer Between Entities.** The assignment of Wilkesburg School District secondary students to Pittsburgh Public Schools will arise from the closure and discontinuance of the Wilkesburg School District's high school program and is not a transfer of any program between those school districts. Accordingly, although Pittsburgh Public Schools may consider Wilkesburg School District professional staff members for employment through the regular employment application process, Pittsburgh Public Schools will not be required to accept Wilkesburg School District professional staff members for inclusion on employment eligibility or recall lists.
14. **Disenrollment.** Pittsburgh Public Schools will disenroll Wilkesburg School District resident students upon a change in residency or the student's withdrawal upon enrollment in a charter school or nonpublic school. Wilkesburg School District will remain responsible for tuition costs for Wilkesburg School District resident students who enroll in a charter school.
15. **Student Discipline.** Wilkesburg School District resident students attending Pittsburgh Public Schools shall be subject to the student disciplinary policies and codes of conduct promulgated by Pittsburgh Public Schools. Pittsburgh Public Schools shall have the authority to discipline such students, including the suspension or expulsion of students, in accordance with the policies of Pittsburgh Public Schools and applicable law. Whenever it is necessary or in the best interests of an expelled Wilkesburg School District resident student that such student be assigned to an alternative educational program outside of Pittsburgh Public Schools, Wilkesburg School District and Pittsburgh Public Schools shall confer to determine a suitable alternative educational placement for the student. For alternative educational placements outside of Pittsburgh Public

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Schools, Wilkinsburg School District shall directly pay the approved private school or other educational entity at which Wilkinsburg School District resident students are assigned.

16. **Compulsory Attendance.** Pittsburgh Public Schools shall be responsible for the enforcement of compulsory attendance requirements of Wilkinsburg School District resident students attending Pittsburgh Public Schools.

Following the mutual approval of this Letter of Intent by the parties' respective boards of school directors, the parties shall endeavor in good faith to negotiate further specific terms, conditions and contingencies of the arrangements contemplated hereby and that are acceptable to both parties.

WHEREFORE, the parties, by their duly authorized representatives, and intending to be legally bound hereby, have executed this Letter of Intent.

Attest:

PITTSBURGH PUBLIC SCHOOLS

Secretary

President, Board of School Directors

Dated: _____

Attest:

WILKINSBURG SCHOOL DISTRICT

Secretary

President, Board of School Directors

Dated: _____