

**AGREEMENT**

**THIS AGREEMENT**, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **KEYSTONE OAKS SCHOOL DISTRICT**, a third class school district organized and operating under the laws of the Commonwealth of Pennsylvania, with its administrative offices and principal place of business located at 1000 Kelton Avenue, Pittsburgh, Allegheny County, Pennsylvania 15216 (hereafter "Keystone Oaks")

**-AND-**

**CHARTIERS VALLEY SCHOOL DISTRICT**, a third class school district organized and operating under the laws of the Commonwealth of Pennsylvania, with its administrative offices and principal place of business located at 2030 Swallow Hill Road, Pittsburgh, Allegheny County, Pennsylvania, 15220 (hereafter "Sending School District")

**WITNESSETH:**

**WHEREAS**, the Keystone Oaks School District and Sending School District are members of the consortium of schools comprising the Allegheny Intermediate Unit (hereafter the "AIU Consortium"); and,

**WHEREAS**, for a number of years Keystone Oaks has operated a highly successful program for students at risk of dropping out or who have dropped out of school, which enabled them to perform necessary course work and fulfill other requirements necessary to obtain a high school diploma, with said program identified by Keystone Oaks as "Project Succeed"; and,

**WHEREAS**, Sending School District has expressed to Keystone Oaks, an interest in having one or more of its students who is/are contemplating dropping out of school, or who is/are otherwise at risk for dropping out of school during school year 2021-2022, participate in Project Succeed as operated by the Keystone Oaks School District; and,

**WHEREAS**, Keystone Oaks is willing to permit students from Sending School District and other school districts which are members of the AIU Consortium, to participate in Project Succeed during school year 2021-2022, subject to certain defined and mutually acceptable terms and conditions.

**NOW THEREFORE**, Keystone Oaks and Sending School District do mutually agree as follows:

1. Keystone Oaks agrees to permit Sending School District to send a maximum of fifteen (15) students selected and designed by Sending School District, to participate in Project Succeed during the 2021-2022 school year.
2. Said designated students shall be limited to those students identified by Sending School District as 10th, 11th or 12th grade students.
3. Students from Sending School District who participate in Project Succeed during school year 2021-2022 shall adhere to all expectations for said students established by Project Succeed including, but not limited to, expectations established with respect to student behavior, attendance and academic performance.
4. Sending School District shall identify to Keystone Oaks, for those students participating in Project Succeed, graduation requirements for those students, and said students shall adhere to all regulations for issuance of a high school diploma from Sending School District.

5. In consideration of Keystone Oaks' acceptance of a maximum of fifteen (15) students from Sending School District into its Project Succeed program during school year 2021-2022, Sending School District shall pay to Keystone Oaks the sum of Eighteen Thousand and no/100 (\$18,000.00) Dollars, with said payment to be remitted to Keystone Oaks within sixty (60) calendar days of execution of this Agreement. Sending School District's failure to timely remit full payment to Keystone Oaks shall result in automatic termination of this Agreement and shall authorize Keystone Oaks to notify Sending School District that Sending School District's students previously enrolled in Keystone Oaks' Project Succeed are to be withdrawn from the Project Succeed program at that time. Keystone Oaks' failure to insist upon strict performance of the obligations set forth in this paragraph shall not constitute, and shall not be viewed as constituting, a waiver by Keystone Oaks of its right to require strict performance of said obligation in the future, and/or to terminate this Agreement as a result of any subsequent failure.

6. Keystone Oaks and Sending School District agree to negotiate an appropriate annual fee to be paid if Sending School District requests the right to have more than fifteen (15) of its students participate in Keystone Oaks' Project Succeed during the 2021-2022 school year, with the understanding that any such fee mutually agreed upon by Keystone Oaks and Sending School District shall be the same fee payable by any other school district within the AIU Consortium who similarly seeks to have more than fifteen (15) of its students participate in Keystone Oaks' Project Succeed program during school year 2021-2022.

7. This Agreement shall commence on the first student instructional day of Project Succeed for school year 2021-2022 at Keystone Oaks, and shall terminate automatically, unless terminated earlier in accordance with Paragraph 5 above, on the last student instructional day of said school term.

8. This Agreement shall be non-renewable; nothing set forth herein shall obligate Keystone Oaks to extend to Sending School District the opportunity to have its students participate in Keystone Oaks' Project Succeed program during school year 2022-2023 or any subsequent school year.

9. This Agreement shall supersede any and all Agreements, either oral or in writing, between the parties hereto with respect to the subject matter, and no other Agreement, statement or promise relating to the subject matter that is not contained herein shall be valid or binding.

10. Neither this Agreement nor any obligations or duties hereunder shall be assignable by Sending School District.

11. This Agreement may be amended only by the mutual agreement of the parties hereto as set forth in a writing to be attached to and incorporated into this Agreement.

12. All notices to be provided in accordance with the terms of this Agreement shall be provided to the respective parties, at the addresses first set forth above.

13. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated, following initial approval of the same by the Board of School Directors of the respective School Districts.

ATTEST:

**KEYSTONE OAKS SCHOOL DISTRICT**

\_\_\_\_\_  
Joseph A. Kubiak  
Board Secretary  
Board of School Directors

\_\_\_\_\_  
Theresa Lydon, President  
Board of School Directors

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

**CHARTIERS VALLEY SCHOOL DISTRICT**

\_\_\_\_\_  
Secretary  
Board of School Directors

\_\_\_\_\_  
President  
Board of School Directors

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_