



Department of Student Services

Williamsport, PA 17701
570-323-8561

Canton, PA 17724
570-673-6001

IDEA Agreement-Project # 062-19-0-017—CFDA #84.027

This Agreement entered into this 1st day of July, 2018, by and between the Board of Education of *Bradford, Lycoming, Sullivan and Tioga (BLaST) Intermediate Unit #17*, hereinafter called (“BLaST”), and **Wellsboro Area School District** hereinafter called (“School District”).

Background

BLaST, on the first day of July 1999, entered into a Contract with the Department of Education of the Commonwealth of Pennsylvania, hereinafter called (“Department”). BLaST agreed to furnish all certified personnel, facilities, materials and other services (in consultation with the Department) needed to perform the services described in the Grant Agreement and to comply with the terms and conditions of the Grant Agreement and the Department’s most current IDEA Application Guidelines, which contract, grant agreements, and guidelines are set forth as Exhibit 1 of this Agreement and are hereby incorporated by reference into this Agreement.

The Department has authorized BLaST to enter into an Agreement with the School District whereby the furnishing of all certified personnel, facilities, materials and other services (in consultation with the Department) needed to perform the services described in Grant Agreement and compliance with the terms and conditions of the Grant Agreement and the Department’s most current IDEA Application Guidelines set forth in Exhibit 1 will be the sole obligations of the School District and will no longer be a responsibility of BLaST. BLaST has determined that the estimated IDEA allocation for the School District is **\$328,562.05** as set forth in Exhibit 2 which is hereby incorporated by reference into this Agreement. The said funds must be used to supplement the provision of special educational and related services for eligible school age children as set forth in Exhibit 3 which is hereby incorporated by reference into this contract.

Attachment X-1L

Witnesseth

In Consideration of the mutual covenants, and intending to be legally bound, the parties hereto agree as follows:

1. BLaST hereby agrees to transfer the funds (estimated) set forth in Exhibit 2 to the School District to be administered in accordance with Exhibits 1 and 3 of this Agreement.
2. The School District agrees to accept the funds set forth in Exhibit 2 and to comply with the provisions set forth in Exhibits 1 and 3 of this Agreement.
3. The School District agrees and assumes sole responsibility for compliance with all of the terms and conditions set forth in Exhibits 1 and 3 of this Agreement. Upon the execution of this Agreement, the School District consents to a delegation of all duties and responsibilities imposed upon BLaST as set forth in Exhibits 1 and 3, and BLaST is hereby relieved of any and all responsibility for compliance with the terms and conditions of Exhibits 1 and 3 and the duties and responsibilities set forth therein.
4. The undersigned authorized representatives of the School District hereby certify that the School District's governing body has adopted the terms of this Agreement and has authorized the undersigned in its behalf to enter into this Agreement.
5. Upon execution of this Agreement, the School District hereby agrees to indemnify and save and hold harmless BLaST, members of the Board, officers, agents, servants, and employees from any loss, liability, damages, costs (including, without being limited to, court costs or administrative proceedings, and in the amount of any judgment, award, or decision) and expenses (including, but without being limited to, counsel fees) reasonably paid or incurred in connection with any civil action, administrative proceeding, or arbitration proceeding instituted against BLaST, members of the Board, officers, agents, servants, and employees, arising from duties performed by School District hereunder or from the payment or administration by BLaST of the District IDEA allocations

The School District agrees that the foregoing is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Pennsylvania, and that if any portion thereof is held invalid, it is agreed that the balance shall; notwithstanding, continue in full legal force and effect.

The parties hereto, intending to be legally bound hereby, execute this Agreement the 1st day of July 2018.

BLaST, IU #17

Brian R. Dussell

Wellsboro Area School District
