



Department of Student Services

**Williamsport, PA 17701
570-323-8561**

**Canton, PA 17724
570-673-6001**

IDEA Agreement-Project # 062-23-0-017—CFDA #84.027

This Agreement entered into this **1st day of July, 2022**, 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 **\$304,334.43** 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.

Witnesseth

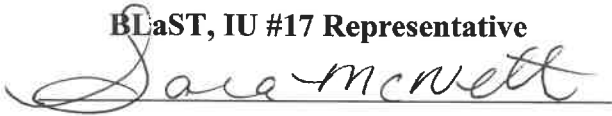
In Consideration of the mutual covenants, and intending to be legally bound, the parties hereto agree as follows:

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 2022.

BLaST, IU #17 Representative

A handwritten signature in cursive script, appearing to read "Sara McWeth", written over a horizontal line.

Wellsboro Area School District Representative

**ESTIMATED 2022-2023 IDEA
PASSTHROUGH**

**Disbursement Based
on 12/1 Child Count
(Direct Dollars Paid to
School District)**

Exhibit 2

District	City	Amount
Athens Area School District	Athens, PA	\$ 464,823.28
Canton Area School District	Canton, PA	\$ 212,796.34
Northeast Bradford School District	Rome, PA	\$ 164,055.28
Sayre Area School District	Sayre, PA	\$ 221,117.98
Towanda Area School District	Towanda, PA	\$ 288,879.94
Troy Area School District	Troy, PA	\$ 317,411.30
Wyalusing Area School District	Wyalusing, PA	\$ 293,635.17
East Lycoming School District	Hughesville, PA	\$ 338,809.81
Jersey Shore Area School District	Jersey Shore, PA	\$ 412,515.80
Loyalsock Township School District	Montoursville, PA	\$ 291,257.56
Montgomery Area School District	Montgomery, PA	\$ 164,055.28
Montoursville Area School District	Montoursville, PA	\$ 337,621.00
Muncy School District	Muncy, PA	\$ 185,453.79
South Williamsport Area School	South Williamsport, PA	\$ 196,153.05
Williamsport Area School District	Williamsport, PA	\$ 889,227.15
Sullivan County School District	Laporte, PA	\$ 158,111.24
Northern Tioga School District	Elkland, PA	\$ 435,103.12
Southern Tioga School District	Blossburg, PA	\$ 463,634.48
Wellsboro Area School District	Wellsboro, PA	\$ 304,334.43
		\$ 6,138,996.00

Allowable/Unallowable Costs

Costs must be: necessary, reasonable, allocable, and documented.

Guiding questions:

- Is the cost reasonable and necessary for the program?
- Do sound business practices support the expenditure?
- Does the expense support the purpose of the grant?
- Is the expense in compliance with laws, regulations, and grant terms?
- Is the price comparable to that of similar goods or services in the geographic area?
- Is the purchase for excess cost of educating students with disabilities?

For a particular cost to be allowed, it must be an excess cost of providing special education and related services for IDEA Part B.

Costs that are allowed can include, but may not be limited to, the following. However, every effort must be made to allocate ACCESS reimbursable costs to state or local funding whenever possible:

- Extended school year (ESY) programs including ESY transportation and ESY for students with disabilities placed out of state through the Special Education Plan Revision Process (SEPRN)
- Supplemental education costs to support the implementation of the Cordero court decision
- Training programs for parents, teachers and professionals/paraprofessionals who work with students with disabilities
- Occupational and physical therapy
- Hearing impaired services
- Vision impaired services
- Physically impaired services
- Audiology
- Assistive technology specialist
- Orientation and mobility specialists
- Psychiatrists (MD certified for SED)
- Adaptive physical education
- Work experience coordinator and job coaches
- Speech therapy
- Special education teachers
- Clerical staff directly working with allowable professional staff
- Teacher's aides or Paraprofessional personnel
- Bus aides
- Assistive devices
- Psychological services
- Social worker
- IEP specified nursing functions
- Program Monitoring and Evaluation
- Coordinated Early Intervening Services (optional -- available to school districts and public charter schools)

EXHIBIT 3

22-23

Costs that are **not allowed** can include, but may not be limited to, the following:

- Any expenditure made before the beginning date or after the ending date of an approved project
- School transportation (except for field trips, ESY transportation, etc.)
- Operational costs for school owned property (rent, heat, telephones)
- School administrators
- Construction
- Business costs
- Membership in organizations for individuals
- Travel expenses (except for project paid staff or attendance at project paid activities)
- Food, beverages or snacks (there is a high burden of proof, that paying for food, beverages or snacks with federal funds is necessary to meet the goals and objectives of a federal grant)
- Rental costs for IU programs housed in school district operated buildings
- Costs related to legal counsel and/or attorney fees