



Inter-Governmental Agreement for shared Special Education Services

This AGREEMENT is made this 1st day of July 2023 between **Wellsboro Area School District**, and **BLaST, Intermediate Unit #17**, of Williamsport, Pennsylvania, and Canton, Pennsylvania with its principal business office located at 33 Springbrook Drive, Canton, PA 17724.

WHEREAS, the **School District** desires to obtain **Services** through the **Intermediate Unit**; and

WHEREAS, the **Intermediate Unit** is desirous of providing such **Services** to the **School District**;

NOW, THEREFORE, in consideration of the foregoing premises, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the **Parties** hereto agree as follow:

General Terms and Conditions

Article *Contract Documents.*

§ This **Agreement** consists of only the following: (a) these General Terms and Conditions; (b) the following Exhibits that are attached hereto; and (c) each Student Addendum agreed upon and executed by the **Parties**:

§ Exhibit "A," relating to the **Intermediate Unit's** program and services cost projections;

§ Exhibit "B," relating to the **Intermediate Unit's** supervisor job description;

§ Exhibit "C," relating to the **Intermediate Unit's** inter-district classroom(s) hosted by the school district;

§ The intent of the **Parties** is to include in the contract documents all items necessary for the proper execution and completion of the **Services** by the **Intermediate Unit**. The contract documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the **Parties** shall be required only to the extent consistent with the contract documents and reasonably inferable from them.

§ **Employee**” means any person performing **Services** under this **Agreement** on behalf of the **Intermediate Unit** and includes: (a) **Employees**, agents or officials of the **Intermediate Unit**, (b) a subcontractor(s) of the **Intermediate Unit**, or (c) **Employees**, agents or officials of a subcontractor of the **Intermediate Unit**.

§ **“Services”** means the **Services**, work and deliverables described in Exhibit “A” attached hereto, the **Intermediate Unit**’s duties as described in this **Agreement** and the **Services** or deliverables to be provided by the **Intermediate Unit**. The **Intermediate Unit** may substitute virtual services in the event that in-person services can not be performed, with prior notification to the district.

RESPONSIBILITIES OF THE IU

During the 2023-2024 school year, the IU shall provide and operate the programs and services enumerated in “Exhibit A” attached hereto. For purposes of this agreement, the phrase “programs and services” shall mean the following:

- a. Professional or paraprofessional staff in such numbers and with such certification, licensure, or training as is required to implement this agreement in accordance with all applicable provisions of state and federal law in effect on the above date.
- b. Supervision, administration, classroom management, and evaluation of all professional and paraprofessional staff used to implement this agreement and other duties as described in the supervisor job description attached to this contract **(Exhibit B)**.
- c. Administrative and clerical support services from departments or programs within the IU other than the Special Education Department, when required in the judgment of the IU for the effective and efficient implementation of this agreement.
- d. Provision of criminal background information on all individuals for whom such information is required by Section III of the Public School Code of 1949, 24 P.S. s 1-111.

The IU shall ensure that the programs and services provided in accordance with paragraph 1 comply with all requirements of state and federal law in effect on the above date, to the extent that such compliance does not depend on the performance or actions of the District, the Commonwealth or federal governments, or any other individual or entity beyond the control of the IU. When compliance with the requirements of state or federal law, including the provision of a free appropriate public education, depends upon the performance, actions, or cooperation of the District, the IU shall make every effort to advise the District accordingly.

On or before May 1, for each ensuing year that the parties renew this agreement, the IU shall establish and shall notify the District in writing of the unit cost of each program or service

enumerated in or added to **Exhibit A** for the ensuing year. The IU shall base the unit cost for a program or service on the actual cost that the IU estimates it will incur to provide the program or service in accordance with Paragraph 1 during the term of this agreement, or any renewal year. These estimated unit costs shall be incorporated into **Exhibit A** and shall thereby be incorporated into this Agreement.

Reconciliations – Immediately upon the cost of the term of this Agreement and upon the conclusion of any renewal year thereafter, the IU shall calculate the total, actual costs that it incurred in the implementation of this Agreement. The cost calculations shall be made by taking the total costs incurred in providing a particular program or service and dividing it by the total number of days or hours of service provided, then multiplying the resultant daily or hourly cost times the number of days or hours of use by the District. On or before November 1, the IU shall issue a statement containing the total thus calculated and the total payments received from the District in accordance with this Agreement during the preceding year. If the amount expended is greater than the amounts received from the District, the statement shall include a bill for the difference. If the amount is less than the amounts received from the District, the statement shall so indicate, and the IU shall reimburse the difference to the District according to the process described in Section D.

For those programs or services provided to local school districts, the IU shall follow the school calendar and schedule adopted by the District in which the service(s) is/are provided.

In the event the **Intermediate Unit** is unable to provide the **Services** as specified in this **Agreement** because of any act: (a) of God, (b) civil disturbance, (c) fire, (d) riot, (e) war, (f) terrorism, (g) pandemic, (h) epidemic, (i) governmental action, (j) resignation, (k) retirement, (l) termination of an **Employee**, or (m) any other condition or cause beyond the **Intermediate Unit's** reasonable control (each a “*Force Majeur Event*”), shall excuse **Intermediate Unit** from performance under this **Agreement**.

RESPONSIBILITY OF THE DISTRICT

On or before April 1, the District shall identify those programs and services that the District wishes the IU to provide in accordance with this agreement.

The District shall pay the IU according to the schedule contained in Section D.

The District shall assure the following for programs or services included in this contract:

- a. Furnished classrooms and other space comparable in size and consideration to classrooms with the District to which non-exceptional students are typically assigned and which are located in reasonable proximity to the regular ebb and flow of building activities, unless the identified needs of the students assigned to the program or service require otherwise (**Exhibit C**).

Allocation of classrooms and other instructional space is the responsibility of the various school districts participating in this Agreement. Fair-share of space and/or compensation for their equal share is the responsibility of the participating school districts. Fair share allocations shall be determined no later than August 1, and not changed thereafter without written consent of all districts participating in this Agreement **(Exhibit C)**.

- b. Compliance with all applicable provisions of the Asbestos Hazard Emergency Response Act of 1986 and its implementing regulations, including preparation and maintenance of a management plan covering the building.
- c. Compliance with accessibility and other applicable building standards under any state or federal law in effect on the above date, including but not limited to Section 504 of the Rehabilitation Act of 1973 and its implementing regulations, the Americans with Disabilities Act and its implementing regulations, the Pennsylvania Human Relations Act and its implementing regulations, and Act 166 of 1998.
- d. Assistance, cooperation, and participation of District staff in the development and implementation of adaptations and support services necessary to enable students assigned to the program or service to participate to the maximum extent possible in mainstream or integrated educational or extracurricular activities.
- e. The same regular education support and ancillary services as provided to non-exceptional students.
- f. Application of building or district discipline and student conduct policies in a manner consistent with state and federal laws applicable to exceptional students in effect on the above date.
- g. Curriculum development and provision of such in-service programs, training, and mentor programs to IU staff necessary to implement this agreement in accordance with state and federal law and the terms of any applicable labor agreements to which the IU is party.

COORDINATED RESPONSIBILITIES

The District shall remain responsible for the multidisciplinary evaluation and reevaluation (MDE) and IEP development and revision processes for all exceptional or thought-to-be exceptional students who reside within the District. The IU shall make appropriate members of its staff available at reasonable times and locations for participation as needed in MDE's and IEP planning conferences. Nothing in this paragraph, however, shall require the IU to make available any staff member not directly involved in the provision of programs or services in accordance with this agreement. The IU shall adhere to all recommendations of the IEP team to the extent that implementation of those recommendations is within the scope of the programs and services enumerated in this agreement. The District shall adhere to all recommendations of the

IEP team that require the provision of programs, services, accommodations, or support not within the scope of the programs and services enumerated in this agreement.

PAYMENT SCHEDULE

The District agrees to pay the IU a total of **\$193,585.04** for the programs and services provided pursuant to this agreement in five (5) scheduled payments on or before the dates listed below.

| | | | |
|----|-------------------|-----|--------------------|
| 1. | August 31, 2023 | 20% | \$38,717.01 |
| 2. | October 31, 2023 | 20% | \$38,717.01 |
| 3. | December 30, 2023 | 20% | \$38,717.01 |
| 4. | February 28, 2024 | 20% | \$38,717.01 |
| 5. | April 28, 2024 | 20% | \$38,717.01 |

Final reconciliation of actual costs shall be made on or before November 1 of the following year and subsequent billing if necessary.

LIABILITY

The IU agrees to indemnify, defend, and hold harmless both the District and any director, officer, agent or employee of the District against all claims, damages, losses, or penalties that result either from the acts or omissions of the administrative, professional, paraprofessional, or support staff provided by the IU under the terms of this Agreement or from the maintenance or operation of any equipment or vehicles provided or used by the IU under the terms of this Agreement. The IU shall maintain sufficient liability insurance for this purpose.

The District agrees to indemnify, defend, and hold harmless both the IU and any director, officer, agent, or employees of the IU against all claims, damages, losses, or penalties that result either from the acts or omissions of the administrative, professional, paraprofessional or support staff of the District or from the maintenance, use, or operation of any real property, equipment, or vehicles. The District shall maintain sufficient liability insurance for this purpose.

None of the administrative, professional, paraprofessional, or support staff provided by the IU under the terms of this Agreement shall be considered employees or agents of the District for any purpose, and none of the administrative, professional, paraprofessional, or support staff of the District shall be considered employees or agents of the IU for any purpose. The IU agrees to indemnify, defend, and hold harmless the district against all claims, damages, losses, or penalties resulting from any determination, whether judicial, administrative or otherwise, that any of the foregoing staff members provided by the IU under the terms of this Agreement is an employee or agent of the District. The District agrees to indemnify, defend, and hold harmless the IU against all claims, damages, losses, or penalties resulting from the determination, whether judicial, administrative or otherwise, that any of the foregoing staff members provided by the District under the terms of this agreement is an employee or agent of the IU.

This Agreement is intended to and shall be construed as consistent with all applicable state and federal laws in effect on the above date. To the extent that the law is construed as inconsistent with the language of this Agreement, the law shall supersede the language as the contractual expression of the parties' intent and may be enforced as such.

This Agreement constitutes the entire Agreement and understanding between the IU and the District concerning the programs and services to which it applies. It supersedes and repeals all prior or contemporaneous Agreements and understanding, written or oral on this subject. Any modification to this Agreement shall be in writing executed by the legal representatives of the parties.

While it is the intent of both parties to honor the provision of this Agreement, both reserve the right to terminate the Agreement due to any unforeseen actions by non-contract parties such as the Pennsylvania Department of Education. Such termination shall be effected in a manner that maintains the rights of students, parents and IU employees.

BLaST Intermediate Unit #17

BY: Sara McNeill ATTEST: Aimee Roper

Wellsboro Area School District

BY: _____ ATTEST: _____

Exhibit B

BLaST Intermediate Unit #17

Position Description

Position Title: Supervisor, Special Education
Department: Student Services
Reports To: Assistant Executive Director of Student Services
Prepared By: WRM Date: 6/03
Revised By: WRM Date: 4/2010

SUMMARY: To use leadership, supervisory and administrative skills to provide sound educational programs for students who require special education services.

ESSENTIAL DUTIES AND RESPONSIBILITIES *Other duties may be assigned.*

- Develops program recommendations and serves as a liaison between the IU and its constituent Charter Schools
- Ongoing evaluation of the Special Education curriculum, procedures, and individual students' needs and progress.
- Supervises and coordinates special education classroom programs.
 - Responsible for compiling and maintaining all reports, records, IEP's etc. that are legally required and useful to program management.
 - Interprets the objectives and programs of the Spec. Ed. services to the Board, staff and the public.
 - Assist in the referral evaluation, placement, assignment, and re-evaluation of students with regard to Special Education programs.
- Consults with parents of students enrolled in the program.
 - Implements procedures for purchasing special education equipment and supplies.
 - Supervises preparation of attendance reports and similar data necessary for reimbursement of funds, collecting of tuition for out-of-district students, and similar fiscal matters.
 - Periodically observes teachers under their supervision. Evaluates both professional and paraprofessional staff under their supervision.
- Keeps informed of all legal requirements governing Special Education.
- Assists with the professional development of teachers.
 - Assists in the adaptation of school procedures to assist special education students' needs.

Attends special events held to recognize student achievement, and school sponsored activities.

- Schedules staff assignments.
- Supervises and coordinates home instruction for special students.
 - Establishes and maintains standards of student conduct and assist in student discipline as necessary.
 - Cooperates with college and university officials regarding teacher training and preparation
 - Attends interagency meetings when appropriate.

SUPERVISORY RESPONSIBILITIES:

Supervise assigned staff in the Department of Student Services. Is responsible for the overall direction, coordination, and evaluation of professionals in their charge. Also directly supervises paraprofessional employees. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

QUALIFICATION REQUIREMENTS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:

Master's degree or equivalent. Full approval in at least one area of special education. Three years of successful experience in special education and one year of successful experience as a supervisor.

CERTIFICATES, LICENSES, REGISTRATIONS:

Valid Teaching Certificate and certification as a Special Education supervisor.

LANGUAGE SKILLS:

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

MATHEMATICAL SKILLS:

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

REASONING ABILITY:

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

OTHER SKILLS and ABILITIES:

Must be able to transport between school buildings, Charter Schools and IU offices. Ability to apply knowledge of current research and theory in specific field. Ability to establish and maintain effective working relationships with students, staff and the community. Ability to communicate clearly and concisely both in oral and written form. Ability to perform duties with awareness of Department of Education, Bureau of Special Education policies.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit and talk or hear. The employee is occasionally required to stand and walk. Specific vision abilities required by this job include close vision, and the ability to adjust focus. The position requires meeting deadlines with severe time constraints, interacting with the public and staff, irregular or extended work hours. The employee is responsible for safety, well-being, and work output of others. The supervisor must be able to develop and maintain excellent working relationships with staff, administration, parent's teachers and others. They must be able to effectively meet demands from several people.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet. The noise level in this position varies. When visiting a building the noise level will be loud, in the office, quiet and at meetings, moderate.

Appendix C

**Wellsboro Area School District
Inter-District Classroom Host 2023-2024**

The **School District** has agreed to host the following inter-district classroom programs operated by the **Intermediate Unit** for the 2023-2024 school year:

| Building Location | Classroom/Service Type |
|--------------------------|-------------------------------|
| Don Gill Elementary | Early Intervention Classroom |
| | |
| | |

If the district wishes to repurpose this classroom space and/or terminate the agreement to host the **Intermediate Unit** classroom programs in the subsequent school year, notice must be given to the **Intermediate Unit** on or before March 31st of the current agreement year.