

ATTACHMENT #1 - March 4, 2025



Lancaster – Lebanon Intermediate Unit 13 IDEA Part B Use of Funds Agreement Current School Year: 2024-2025

This sub-grant agreement entered into this ____ day of _____, 2025_ by and between Lancaster-Lebanon Intermediate Unit 13 (hereinafter called "IU") and **Warwick School District (DUNS: 081616849)** (hereinafter called "School District") for Implementation of Individuals with Disabilities Education Act (IDEA) Part B for the project period July 1, 2024 through September 30, 2025, with option of carryover thru September 30, 2026, outlines the terms and conditions agreed to by the parties. (Caution: Funds not expended by September 30, 2025 are at risk for reallocation to other LEAs across the state.)

Grant Award: Special Education – Grants to States Program – H027A240093

CFDA Title/Number: Special Education – Grants to States – CFDA – 84.027

R & D Funds (Yes or No): No

Applicable Indirect Rate: _____

Background: A share of the current school year listed above IDEA Part B funds received by the Commonwealth of Pennsylvania will be allocated to each school district based on the December 2023 child count, as verified by the Pennsylvania Department of Education (PDE). The IU entered into a contract with the PDE to administer the project. The IU is identified as the primary recipient for the project with the School District identified as "subrecipient" of the funds.

1. The Parties to this agreement hereby agree and assure that:
 - A. As the primary recipient for the project, the IU is responsible to administer the funds in accordance with IDEA guidelines issued by the USDE; guidelines and directives issued by the PDE; provisions of the State IDEA Plan applicable to the period of this agreement; terms of this agreement; the Governmental Accounting Standards Board; Office of Management and Budget Circular A-133/2 CFR part 200, subpart F.
 - B. As the subrecipient for the project, the School District is responsible to administer the funds in accordance with IDEA guidelines issued by the USDE; guidelines and directives issued by the PDE; provisions of the State IDEA Plan applicable to the period of this agreement; terms of this agreement; the Governmental Accounting Standards Board; Office of Management and Budget Circular A-133/2 CFR part 200, subpart F; and to ensure that maintenance of effort requirements in accordance with Code of Federal Regulations Title 34 Section 300.203 (34 CFR §300.203) are met.
 - C. Funds will be used to support appropriate services to school age children eligible for services through these funds. The use of 2024-2025 IDEA Part B funds is governed by principles outlined in **Attachment A** and must be accounted for in accordance with the PDE Accounting Bulletin #1998-01, as most recently revised.

- D. School District must submit to the IU how IDEA Part B pass through funds will be used. Please designate your School District's plan to use the funds received directly as pass-thru funds by completing **Attachment B**. Any changes in use of the IDEA Part B funds must be submitted to the IU by April 30, 2025.
 - E. Additionally, the School District has opted for the Intermediate Unit to retain a portion of the IDEA Part B funds to provide consortium level services for interpreters, audiologists, and other on behalf services. The use of these funds is shown on **Attachment C and included on Attachment B, Object 329**.
 - F. The School District is required to provide supporting documentation for expenditures of IDEA Part B direct pass-thru funds. Requests for reimbursement may be submitted monthly or periodically for payment. Please submit invoices to the attention of Christine Skrodinsky, Supervisor of Accounting Services, 1020 New Holland Avenue, Lancaster, PA 17601. Final invoices must be received by October 15 of the current school year, to guarantee payment and to accommodate financial reporting deadlines.
 - G. The School District will maintain complete cost records of all expenditures made in association with this agreement, as well as employee, programmatic, statistical records, and supporting documents, those records to be available for inspection by a representative and/or auditor of the IU or the PDE.
- 2. Non-Appropriation: Payments will be contingent upon receipt of funds from the PDE.
 - 3. The SUBGRANTEE hereby always agrees to provide qualified personnel, properly licensed, with favorable clearances and background checks in compliance with all applicable laws and regulations, including, without limitation, the Commonwealth of Pennsylvania Department of Education's, Pennsylvania Department of Public Welfare's and Pennsylvania Public School Code's requirements, to perform all tasks as more fully set forth and described in Attachment 1 of this Agreement. SUBGRANTEE further warrants and represents that it is currently properly licensed or otherwise permitted to operate in the Commonwealth of Pennsylvania.
 - 4. The SUBGRANTEE shall be solely responsible for the payment of wages, salaries, benefits, and other amounts due these personnel. Additionally, the SUBGRANTEE shall be solely responsible for all reports and obligations respecting its personnel relating to social security, income tax, and pension, unemployment withholding compensation, workers' compensation, and similar matters.
 - 5. The furnishing of all personnel, facilities, materials and other business services needed to perform the Services within budget parameters, which is incorporated by reference, shall be the sole responsibility of the SUBGRANTEE. Furthermore, SUBGRANTEE shall perform the services, furnish the equipment, facility, and personnel, and do all things necessary and proper for the performance and completion of the work required by this Agreement at SUBGRANTEE's sole cost and expense.

6. The SUBGRANTEE agrees that any funds that may be received because of this Agreement are to be expended solely for the purposes set forth in the Agreement and that the Agreement may be canceled, in whole or in part, by the IU13 in the event that the funds are not utilized properly. Upon notice by the IU13 that the SUBGRANTEE has improperly spent Agreement funds, the SUBGRANTEE will return to the IU13 the amount of the improper expenditures within 60 days of the date of said notice from IU13.
7. Examination of Records: The SUBGRANTEE agrees to maintain books, records, documents and other evidence pertaining to the costs and expenses of this Agreement to the extent and in such detail as will properly reflect all net costs, or whatever nature for which reimbursements are claimed under the provisions of this Agreement. These records are subject to review by IU13 personnel or an independent auditor contracted by the IU13. The aforementioned records must be kept not less than seven years from the ending date of this Agreement.
8. Assignment: SUBGRANTEE shall not assign or subcontract its obligations under this agreement without the prior written consent of IU13, which consent may be withheld in the IU13's sole discretion. Any assignment of a subcontract not consented to by IU13 shall be void. Except as provided above, the SUBGRANTEE shall bind and benefit SUBGRANTEE and IU13 and their respective successors and permitted assigns.
9. Governing Law: Unless otherwise provided, the substantive law of the Commonwealth of Pennsylvania will govern this Agreement, its interpretation and performance, and the remedies for breach or any other claims related to this Agreement.
10. Both parties are protected under the Commonwealth of Pennsylvania's Tort Claims Act (Act), and as such, cannot and shall not be held responsible or otherwise liable for those actions or inactions specifically enumerated under the Act. Based on the foregoing, each party agrees to protect, indemnify, and hold harmless the other party and its agents, employees, directors, officers, affiliates, consultants, and/or contractors from and against any and all damages, injuries (including bodily injury, dismemberment, and/or death), claims, liabilities, and costs (including reasonable attorneys' fees), which arise or may be suffered or incurred in whole or in part as a result of the acts or omissions of the indemnifying party, its agents, employees, directors, officers, affiliates, consultants, and/or contractors, and whether arising under this Agreement, to the extent permitted by law.
11. Force Majeure: Neither party will incur any liability to the other if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God, war or terrorism, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, a national or Commonwealth of Pennsylvania emergency, disease, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, general strikes throughout the trade, work stoppages, accidents and freight embargos. and

interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts. Either party shall orally notify the other party within forty-eight (48) hours of a force majeure event and in writing within five (5) days of the date on which either party becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effects on performance, (ii) state whether performance under the Agreement is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay.

12. Default and Termination: If the SUBGRANTEE fails to perform the services within the time specified herein, or if the SUBGRANTEE fails to perform any of the other provisions of this Agreement, the IU13 has the right to terminate this Agreement after a review of such circumstances with the SUBGRANTEE. This Agreement may be canceled by either party upon thirty days written notice.
13. Authority: The person signing this Agreement on behalf of the SUBGRANTEE individually warrants that he or she has full legal power to execute this Agreement on behalf of the SUBGRANTEE, and to bind and obligate the SUBGRANTEE with respect to all provisions contained in this Agreement.
14. SUBGRANTEE agrees that it shall follow all applicable IU13 policies pertaining to (i) student confidentiality, (ii) student welfare; (iii) use of electronic devices; (iv) unlawful harassment of students and employees; (v) civility; (vi) attire and appearance; (vii) drugs and alcohol; (viii) weapons; and (ix) health and safety in the workplace. Subgrantee will provide services without regard to race, color, religion, gender orientation, creed, gender, disability, age, genetics, national origin and/or any other characteristic protected by applicable law.

<https://go.boarddocs.com/pa/iu13/Board.nsf/vpublic?open#>

15. All schedules, appendices, exhibits and attachments hereto are hereby incorporated herein by this reference and shall be deemed to be a part of this Agreement as if they physically appeared within it.

Intending to be legally bound, the authorized representatives of the parties execute this Agreement effective as of the date first set forth above.

The 2024-25 IDEA Part B allocation for your school district is listed below.

_____ District	_____ \$392,840 (A) Pass-thru Funds
_____ Superintendent Signature	_____ \$308,880 (B) District Share on Behalf Consortium
_____ Date	_____ \$701,720 Total Funds (A + B)
_____ Special Education Administrator	_____ IU Executive Director/Designee
_____ Date	_____ Date
_____ Business Administrator	_____ IU Director of Business Services/Designee
_____ Date	_____ Date

School District Board Approval Date

Signed agreement should be sent to contractcompliance@iu13.org and Attachment B must be returned to Christine Skrodinsky by February 21, 2025. Please contact Christine Skrodinsky with any questions or to request additional information.

ATTACHMENT A

2024-2025 IDEA FUNDS

Intent

To supplement programs and services for students with disabilities.

General Principles

- Supplement and increase expenditures for children with disabilities
 - may not supplant (34 CFR 300.230)
 - “comparability” requirement
- Subject to the Single Audit Act
 - clear audit trail for all expenditures
 - waivers for disallowance’s are prohibited (34 CFR § 76.900)
- Distributed by a formula based on (December 1) Child Count
 - (34 CFR § 300.754)
- Local Education Agency Application required

Costs which are allowed (can include, but may not be limited to):

- Extended school year 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
- AT 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
- 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)

ATTACHMENT A

Costs which are not allowed (can include, but may not be limited to):

- Any expenditure made before the beginning date or after the ending date of an approved project (July 1, 2024 – September 30, 2025)
- 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 IDEA paid staff or attendance at IDEA funded activities)
- Rental costs for IU programs housed in school district operated buildings
- Costs related to Legal Counsel and/or Attorneys Fees

Provide explanation of costs in area below (use additional sheets as necessary)	Budgeted Amount
FUNCTION:	
OBJ 200: Benefits	
OBJ 300: Purchased Prof & Tech Svcs (Special Education Contracts w/IU, Supplemental Contracts w/IU for 1:1 TA's, consultants)	
OBJ 329: Purchased Prof & Tech Svcs - District Share of On Behalf Consortium Services	308,880
OBJ 400: Purchased Property Svcs (repairs)	
OBJ 500: Other Purch Svcs (printing costs, travel)	
OBJ 600: Supplies	
OBJ 700: Equipment (attach equipment list if space not adequate)	
OBJ 800: Other Objects (registration fees)	
TOTAL	\$308,880

**IDEA Estimated On Behalf Consortium Services Budget
2024-2025 School Year**

Services on Behalf **\$6,798,967**

- Instructional Staff - Interpreters
22.00 FTE \$1,858,230
- Related Services - i.e. Material Specialists and Audiologists
3.20 FTE \$313,801
- Other Expenses - i.e. Contracted services, Repairs & Maintenance Services, Travel, Supplies, Equipment, Dues and Fees and Technology Costs \$384,555
- Indirects \$204,527
- ESY Expenditures \$4,037,854

DISTRICT	12/1/23 CHILD COUNT	CALCULATED VALUE PER CHILD AMOUNT	ON BEHALF CONSORTIUM SERVICES	AMOUNT AVAILABLE AS PASS-THRU
ANNVILLE-CLEONA	284	333,258	146,692	186,566
COCALICO	680	797,942	351,234	446,708
COLUMBIA	344	403,665	177,683	225,982
CONESTOGA VALLEY	738	866,002	381,193	484,809
CORNWALL LEBANON	854	1,002,121	441,109	561,012
DONEGAL	494	579,681	255,161	324,520
ELANCO	564	661,822	291,318	370,504
ELCO	419	491,673	216,422	275,251
ELIZABETHTOWN	644	755,698	332,640	423,058
EPHRATA	781	916,460	403,403	513,057
HEMPFIELD	1,563	1,834,093	-	1,834,093
LAMPETER-STRASBURG	467	547,998	241,215	306,783
La Academia Charter	53	62,193	-	62,193
LANCASTER	2,112	2,478,314	1,090,893	1,387,421
LEBANON	1,074	1,260,279	-	1,260,279
MANHEIM CENTRAL	490	574,988	253,095	321,893
MANHEIM TOWNSHIP	977	1,146,455	504,641	641,814
NORTHERN LEBANON	424	497,540	-	497,540
PALMYRA	680	797,942	351,234	446,708
PENN MANOR	964	1,131,200	497,926	633,274
PEQUEA VALLEY	358	420,093	184,915	235,178
SOLANCO	715	839,013	369,313	469,700
WARWICK	598	701,720	308,880	392,840
Total Amount	#####	19,100,150	6,798,967	12,301,183