

NORTHWEST TRI-COUNTY INTERMEDIATE UNIT #5

Sub-Grant Contract for Implementation of the Individuals with Disabilities Education Act (IDEA) - Part B with

Warren County School District

This agreement is for the implementation of the Individuals with Disabilities Education Act – Part B, by the grantee, *Northwest Tri-County Intermediate Unit*, hereinafter referred to as "the IU", and between the sub-grantee, *Warren County School District* hereinafter referred to as "the District". The effective project period of this agreement shall be from July 1, 2022 through June 30, 2023. The execution of this agreement is contingent upon Pennsylvania Department of Education approval of the services outlined in the agreement through the IU's application for IDEA funding.

The District hereby agrees and assures that:

- A. The development and execution of this agreement shall be in accordance with IDEA; program guides issued by The United States Department of Education; guidelines and directives issued by the Department; the terms of this agreement; and the provisions of the State IDEA Plan applicable to the period of the agreement. This agreement shall be subject to the provisions of all pertinent Federal and Pennsylvania laws, regulations, and standards.
- B. The District shall comply with all terms and conditions outlined in IDEA Program Guidelines, pages 12-13, which are part of the agreement between the IU and PDE. The guidelines are included in this agreement as Attachment A.
- C. **Contract for IDEA monies for the 2022-2023 school year are \$1,041,681.65. (IDEA-B Section 611 Project Number: 062-23-0005, Federal Award Number: H027A220093, CFDA Number and Title: 84.027 Special Education (611) (062))**
- D. The 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 of the IU or the auditing firm performing a Single Audit for the IU.
- E. The District assures that all obligations made in association with this agreement will occur within the project period stated above. No payments can be made for obligations made outside the approved project period.
- F. The District shall ensure that past and current levels of funding for special education are maintained.
- G. The District will submit detailed expenditure reports to the IU as the formal request for payment of funds. These may be submitted on a periodic basis as deemed practical by the District. However, payments by the IU will be contingent upon receipt of funds from PDE. The final detailed expenditure report must be submitted **no later than 7/14/2023**.
- H. The District will have a Single Audit performed in accordance with all applicable regulations. Upon completion, a copy of the Single Audit will be forwarded to the IU Business Office.

- I. Any final audit disallowances imposed on the IU resulting from its reimbursements to the District for expenditures under the contract shall be the responsibility of the District, and the District hereby agrees to reimburse the IU on a timely basis if any such costs are disallowed.
- J. The IU agrees to cooperate with the District in resolving any proposed disallowances the auditors of the District recommend as a result of audits, or any final audit disallowances imposed by the appropriate authorities, but the IU shall not be held liable by the District for such disallowed costs.

The IU agrees to the following:

- A. The IU agrees to make payment to the District for allowable expenditures up to \$1,041,681.65.
- B. Payment for above will be issued upon receipt of invoice(s) accompanied by a detailed expenditure report from the District provided an appropriate level of funding has been received from PDE for the project.

The Department may at any time, and within its sole discretion, withhold or redirect any of the funding awarded hereunder in order for the Department to fund any actual or anticipated special education or related services the Department determines are appropriate for any students of any grantee or subgrantee, including, without limitation, any entitlement to compensatory education ordered by a tribunal of competent jurisdiction or agreed to in any settlement agreement entered into by any subgrantee.

The undersigned authorized representative of the District hereby certifies that the District's Board of Directors has adopted the terms of this agreement and has authorized him/her to act in its behalf to enter into this agreement. The undersigned also hereby certifies that to the best of his/her knowledge, all information contained in this agreement and attachments are true and correct.

Signature: _____
District Superintendent

Date

Signature: _____
IU5 Executive Director

Date