

**CAPITAL AREA INTERMEDIATE UNIT
IDEA - PART B
SUBGRANT CONTRACT
ALN # 84.027
AWARD NUMBER H027A260093**

1. This agreement is entered into for the project period of July 1, 2026 through September 30, 2027 by Capital Area Intermediate Unit 15, hereinafter called the "I.U." as the grantee, and **SUSQUEHANNA TOWNSHIP SCHOOL DISTRICT**, hereinafter called the "District," as the subgrantee or contractor, for a total amount of **543,859.93**. The execution of this agreement is contingent upon Pennsylvania Department of Education, hereinafter called PDE, approval of the services outlined in the agreement through the IU's application for IDEA funding.

2. The District/Charter School hereby agrees and assures that:

- A. The development and execution of this agreement shall be in accordance with IDEA; program guides issued by USDE; guidelines and directives issued by PDE; the terms of this agreement; and the provisions of the State IDEA Plan applicable to the period of this agreement. This agreement shall be subject to the provisions of all pertinent Federal and Pennsylvania laws, regulations and standards.
- B. During the term of this contract, the District shall comply with all terms and conditions outlined in the "Master Agreement" and IDEA grant agreement which are part of the contract between the I.U. and PDE.
- C. The District shall be responsible for, and agrees to Indemnify and hold harmless the IU or Commonwealth of Pennsylvania from, all losses, damages, expenses, claims, demands, suits and actions brought by any party against IU or the Commonwealth of Pennsylvania as a result of DISTRICT's failure to comply with the above provisions.
- D. The District/Charter School 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.
- E. The District/Charter School assures that funds **shall not be used** to supplant State, Local or General Fund money for any purpose. IDEA funds shall be used only to **supplement** existing levels of service and not to **fund** existing levels of service.
- F. Funds provided to an LEA under Part B of IDEA may not be used to reduce the level of expenditures for the education of children with disabilities made by the LEA from their local funds below those expenditures for the preceding fiscal year. (Maintenance of Effort)
- G. The District/Charter School assures that funds used to purchase equipment items, including assistive technology, are for allowable expenditures under Component III and that such equipment is tracked in accordance with applicable Federal requirements. Allowable/Unallowable costs are included with this subgrant contract as Attachment C. However, every effort must be made to allocate ACCESS reimbursable costs to State or Local funding whenever possible.
- H. The District/Charter School will comply with all requirements of the "Single Audit Act of 1984". If a Single Audit is performed, the District will forward a copy of that report upon completion to IU Director of Business Services. If a Single Audit is not required, a copy of the Local Auditor's Report will be forwarded to the IU Director of Business Services upon completion.
- I. All activities presented for reimbursement must be approved by the IU Business Office.
- J. Invoices shall be paid for actual expenditures incurred. The IU reserves the right to withhold any or all payments when reported costs are questioned or when DISTRICT fails to comply with the terms of the Agreement.
- K. The District/Charter School 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.
- L. The District/Charter School will submit summary expenditure reports by object category, for related expenses allowable within the contract guidelines, to the IU as the formal request for payment of funds. District/Charter School's Name must be included on all invoices. These may be submitted on a periodic basis as deemed practical by the District/Charter School, however, payments by the IU will be contingent upon the level of funds received from PDE. The final summary expenditure report must be submitted to the IU Business Office no later than September 15th.

- M. The District/Charter School assures that the District/Charter School is not currently under suspension or debarment by the Commonwealth, any other state or the federal government.
- N. The District/Charter School understands that the funds paid under this contract are federal funds under PL 105-17 and that it must comply with all regulatory aspects of that legislation and its ongoing interpretations, as well as any other applicable law and regulations. Any final audit disallowances imposed on the IU resulting from its reimbursements to the District/Charter School for expenditures under this contract shall be the responsibility of the District/Charter School, and the District/Charter School hereby agrees to reimburse the IU on a timely basis if any such costs are disallowed. The IU will contest any disallowed costs, to the extent practical, and the District/Charter School agrees to cooperate and assist in such defense. The IU shall have the right to require implementation of a corrective action plan, as well as a reimbursement of disallowed costs, if applicable.
- O. The District/Charter School assures that it will comply with Uniform Grant Guidance audit requirements regarding their receipt of IDEA flow-through funds as a subgrantee. The CAIU Business Office will send each subgrantee the necessary documentation for compliance with Uniform Grant Guidance.
- P. Any audit citations or findings resulting from expenditures or activities performed by the District/Charter School will be the financial responsibility of the District/Charter School.
- Q. The District/Charter School agrees to indemnify, defend and save harmless the Commonwealth and IU, their officers, agents and employees: (a) from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, and any other persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with performance of this Agreement: and (b) from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by District/Charter School in the performance of this Agreement: and (c) against any liability, including costs and expenses, for violation of property rights or right of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Agreement or based on any libelous or other unlawful matter contained in such data.
- R. The District/Charter School understands pursuant to 20 U.S.C. 1413(g) that 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.
- S. The Capital Area Intermediate Unit agrees to make payment to the District/Charter School for all allowable expenditures up to the maximum amount of \$543,859.93.

Payment for above will be issued upon receipt of invoice(s) accompanied by a summary expenditure report from the District/Charter School provided an appropriate level of funding has been received from PDE for the project. Final Payment will be released when the IU has received the final payment from PDE.

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.

Dr. Tamara Willis
SUSQUEHANNA TOWNSHIP SCHOOL DISTRICT

Signature

Date

For Capital Area Intermediate Unit 15:

Dr. Andrew McCrea, Director of Student Services

Andrew E McCrea

Signature

Date