



Donald W. Martin
Executive Director

Intermediate Unit 1
Serving Fayette, Greene and Washington Counties

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INTERMEDIATE UNIT 1 – PaTTAN GRANT AGREEMENT

Made this 14th day of December 2024,

BETWEEN

INTERMEDIATE UNIT 1, an educational institution organized pursuant to the Public School Code of 1949, as amended (Code), having an address of One Intermediate Unit Drive, Coal Center, Pennsylvania 15423, hereinafter “IU1,”

AND

CHARTIERS VALLEY SCHOOL DISTRICT an local education agency having an address of 2030 Swallow Hill Road; Pittsburgh, Pennsylvania 15220, hereinafter “LEA.”

WHEREAS, LEA will provide a paid internship to eligible, out-of-state graduate students to serve as school psychology interns for the 2024-2025 school year, hereinafter “the Program”; and

WHEREAS, LEA has submitted a grant application to IU1, a copy of which is attached hereto as Exhibit “A”; and

WHEREAS, IU1 is a Local Education Agency (LEA) authorized to provide grant-funded reimbursement for the Program; and

WHEREAS, IU1, through the Pennsylvania Training and Technical Assistance Network (PaTTAN), as authorized by the Pennsylvania Department of Education, Bureau of Special Education, has sent to LEA an Award Letter setting forth the terms of any funding for the Program, a copy of which is attached hereto as Exhibit “B”; and

WHEREAS, the parties now desire to reduce their agreement to writing.

NOW, THEREFORE, in consideration of mutual covenants herein contained and with the intent to be legally bound hereby, both parties hereto agree as follows:

1. **Term:** This Agreement with LEA shall end on June 30, 2025.
2. **Program:**
 - a. LEA will provide the Program as set forth on Exhibit “A” to all applicants that were awarded grant funds and comply with the conditions as set forth in the Award Letter attached as Exhibit “B,” both of which are incorporated herein by reference.

b. LEA will ensure completion of all program requirements on or before June 30, 2025.

3. **Funding:** LEA shall be reimbursed certain approved expenditures made on or before June 30, 2025, as provided in the Award Letter, upon receipt of proof of payment by LEA. The final reimbursement request must be received by IU1 by July 15, 2025. Funds disbursed by IU1 are Federal IDEA passthrough revenue.

4. **Non-Appropriation:** Notwithstanding anything in this Agreement to the contrary, all obligations of IU1 to make payments hereunder are subject to the appropriation of sufficient funds for such payments by the Legislature of the Commonwealth of Pennsylvania or Federal grantor agency. Failure by the Legislature of the Commonwealth of Pennsylvania or Federal grantor agency to appropriate funds shall relieve IU1 from obligation to make such payments during the term of the non-appropriation.

5. **Compliance with the Program Requirements:** LEA shall comply with the Uniform Guidance (UG), General Terms & Conditions, which are incorporated herein by reference of the *PDE Master Terms and Conditions*, and any other Governmental Laws and Regulations applicable to LEA's performance of the services provided shall be the sole obligation and responsibility of LEA and shall no longer be the obligation and responsibility of IU1. LEA has the sole responsibility for compliance with all other matters in conjunction with the services to be performed hereunder.

6. **LEA Requirements:** LEA agrees that any funds that may be received as a result of this Agreement are to be expended solely for the purposes set forth in this Agreement and that this Agreement may be canceled, in whole or in part, by IU1 in the event that the funds are not utilized properly. Upon notice by IU1 that LEA has improperly spent Agreement funds, LEA will return to IU1 the amount of the improper expenditures within sixty (60) days of the date of said notice from IU1.

7. **Examination of Records:** LEA 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 IU1 personnel, or an independent auditor contracted by IU1. The aforementioned records must be kept not less than seven (7) years from the ending date of this Agreement.

8. **Reporting Requirements:** All required financial and program data are to be reported in a timely manner on a schedule established by IU1.

9. **Confidentiality of Personally Identifiable Information:** LEA will safeguard the confidentiality of enrolled students' personally identifiable information consistent with the Family Educational Rights and Privacy Act and its accompanying regulations.

10. **Clearances:** LEA shall ensure that all employees providing services pursuant to this Agreement shall have in effect applicable clearances, including, but not limited to, those required by Act 151 (Child Abuse History), Act 34 (Criminal History), Act 114 (Federal Criminal History), Act 24 (Arrest/Conviction Report and Certification), and Act 168 (Sexual Misconduct/Abuse Disclosure). In the event additional clearance(s) become mandated by Federal or State law during the term of this Agreement, LEA shall provide such clearance(s) to IU1, if required.

11. **Relationship of Parties:** LEA acknowledges that it is an independent contractor of IU1. Any employee retained to perform the services or programs set forth in this Agreement is not an employee of IU1.

12. **Limitation of Liability:**

a. Subject to subpart b. of this paragraph, the total liability of IU1 and its affiliates, directors, officers, employees, subcontractors, agents, and representatives for all claims of any kind arising out of this Agreement, whether in contract, tort, or otherwise, shall be limited to the total fees paid to LEA under this Agreement. IU1 shall not in any event be liable for any indirect, consequential, or punitive damages, even if IU1 has been advised of the possibility of such damages. No action, regardless of form, arising out of or relating to this Agreement, may be brought by either party more than one (1) year after the cause of action has accrued, except an action for non-payment may be brought within one (1) year following the date of the last payment due under this Agreement.

b. LEA agrees that it is exclusively responsible for storing and safeguarding any data that it maintains, whether locally or remotely, including any data that contains personally identifiable information, in accordance with customary industry standards. IU1 shall not be liable, and LEA hereby waives, relinquishes, and releases IU1 from any claim arising after the date of this Agreement for damages (regardless of type) resulting from LEA's failure to secure its data as set forth in this paragraph, any loss of LEA's data, or a data breach caused by LEA's agents, employees, assigns, or other third parties who are affiliated with LEA.

13. **Indemnity:** Subject to paragraph 12 above, each party to this Agreement shall defend, indemnify, and hold harmless the other, its Board members, administrators, and employees against and from all costs, expenses, damages, injuries, or losses to which it/they may be subject to by a third party due to any negligence or default by the other party arising under this Agreement.

14. **Notice:** All notices required under this Agreement shall be delivered via certified mail, return receipt requested, or Federal Express delivery service to the following parties at the addresses set forth below:

To IU1:

Dr. Donald Martin, Executive Director
Intermediate Unit 1
One Intermediate Unit Drive
Coal Center, PA 15423

To LEA:

_____, [*insert name and title*]

[address]

15. **Agreement Not Assignable:** This Agreement shall not be assigned by either party.

16. **Governing Law:** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Proper venue for any claims arising under this Agreement shall be the Court of Common Pleas of Fayette County.

17. **Authorizations:** The parties represent that the representatives set forth below are authorized to enter into this Agreement.

18. **No Waiver:** No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.

19. **Force Majeure**: In the event either party is unable to perform any of the respective obligations set forth in this Agreement by reason of “force majeure,” those obligations shall be suspended during, but no longer than, the continuance of the force majeure, and this Agreement shall remain in effect only during its term as set forth herein. The phrase “force majeure” shall include an act of God, strike, lockout, or other industrial disturbance, an act of the public enemy, war, terrorism, sabotage, insurrection, disease epidemic, disease pandemic, weather emergency or other act of nature, or any governmental delay.

20. **Nondiscrimination**: Both parties agree that they will abide by all applicable Federal and State laws prohibiting discrimination in admissions, employment, and operation on the basis of disability, race, creed, gender, national origin, religion, ancestry, or need for special education services.

21. **Counterparts**: This Agreement may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Facsimile copies of signatures shall serve as acceptable substitutes for original signatures and shall be legally binding.

22. **Entire Agreement**: This Agreement constitutes the entire agreement between IU1 and LEA, it shall supersede any prior verbal or written agreements, and it may not be amended except in writing signed by duly authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(SEAL)
ATTEST:

Secretary

INTERMEDIATE UNIT 1

BY _____
Dr. Donald W. Martin, Executive Director

IU1

(SEAL)
ATTEST:

Secretary

BY _____, [insert name / title]

LEA

EXHIBIT “A”

[*Attach LEA Grant Application*]

EXHIBIT “B”

[*Attach LEA Award Letter*]