



**DISABLED VETERANS
REAL PROPERTY TAX EXEMPTION CERTIFICATION**

April 16, 2025

Patricia A Sapolis
336 Butler St
Kingston, PA 18704

Application is New

The applicant listed above has applied to the Pennsylvania State Veterans' Commission for Real Estate Tax Exemption. The State Veterans' Commission has determined that the applicant has demonstrated the required financial need. Additionally, to assist the tax authority we have verified with the Department of Veterans Affairs that the applicant is totally and permanently disabled as a result of service connected causes incurred during a period of war or armed conflict. Therefore, it is recommended that the applicant be approved for the exemption of all real estate taxes on the above listed property.

If the application is a new claim, the qualified applicant shall be exempt from real property taxes that become due on or after April 14, 2025. You must present this letter to your local tax authority to determine the precise tax period from which you will be exempt. You should know that taxes are considered due on the first day of a tax period even though payment may not be due for several months.

The State Veterans' Commission is required to review all property tax exemption cases at least once every five years for determination of CONTINUED FINANCIAL NEED. A review form will be mailed to the applicant sometime prior to the due date for review.

For the Commission.

Sincerely,

A handwritten signature in cursive script that reads "Tracy Wylie-Perry".

Mrs. Tracy Wylie-Perry
Veterans' Service Specialist
Division of Programs and Services

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made this ____ day of _____, in the year 2025 between **WYOMING VALLEY WEST SCHOOL DISTRICT** of Kingston, Pennsylvania ("District") and **NORTHEASTERN EDUCATIONAL INTERMEDIATE UNIT** of 1200 Line Street, Archbald, Pennsylvania ("Intermediate Unit"). In consideration of the promises and covenants contained in this Agreement, and intending to be legally bound, the parties agree as follows:

Responsibility of the Intermediate Unit

1. During the 2025-2026 school year, as determined by the school calendar adopted by the Board of Directors of the District, the Intermediate Unit shall provide and operate the Programs and Services enumerated in "Schedule 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 throughout the term of this Agreement and any renewal thereof;
 - b. Supervision, administration, classroom management, and evaluation of all Intermediate Unit professional and paraprofessional staff used to implement this Agreement;
 - c. Provision of such supplies, equipment, and material, including furniture and assistive technology, as is necessary to implement this Agreement and for which the Intermediate Unit incurs or has incurred actual costs, including rental costs, provided, however, that supplies, equipment, and materials that are used exclusively by one student and are not essential to the general operation of the Programs and Services shall remain the responsibility of the district in which the student resides;
 - d. Curriculum development and provision of such in-service programs, training, and mentor programs to Intermediate Unit staff as the Intermediate Unit deems necessary to implement this Agreement in accordance with state and federal law and the terms of any applicable labor Agreements to which the Intermediate Unit is party;
 - e. Administrative and clerical support services from departments or programs within the Intermediate Unit other than the special education department, when required in the judgment of the Intermediate Unit for the effective and efficient implementation of this Agreement, provided, however, that any portion of the unit cost for any Programs and

Services attributable to such administrative or clerical support services shall be equal to the applicable indirect cost rate, if any, established by state or federal law in effect during the term of this Agreement or any renewal thereof;

- f. Such classroom space and other facilities as are required to implement this Agreement in accordance with state and federal law in effect during the term of this Agreement or any renewal thereof, to the extent that the Programs and Services are provided or operated in a location that is not owned or leased by the District;
 - g. Provision of criminal background information on all individuals for whom such information is required by Section 111 of the Public School Code of 1949, 24 PS §1-111 and by Sections 6354, 6355 and 6356 of the Child Protective Services Act, 23 Pa.C.S. § § 6354, 6355, 6356.
2. The Intermediate Unit shall ensure that the Programs and Services provided in accordance with paragraph 1 comply with all requirements of state and federal law in effect throughout the term of the Agreement or any renewal thereof, 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 Intermediate Unit. When compliance with the requirements of the state or federal law, including the provision of a free appropriate public education ("FAPE"), depends upon the performance, actions, or cooperation of the District, the Intermediate Unit shall make every effort to advise the District accordingly.
3. On or before April 15th, the Intermediate Unit shall establish and shall notify the District in writing of the estimated unit cost of each program or service enumerated in or added to Schedule A for the following school year. The Intermediate Unit shall base the unit cost for Programs and Services on the cost that the Intermediate Unit estimates it will incur to provide the Programs and Services in accordance with paragraph 1 during the following school year. These estimated unit costs shall be incorporated into Schedule A and shall thereby be incorporated into this Agreement. For purposes of this Agreement, the term "unit cost" shall mean one of the following, as the parties agree, for each program or service:
- a. The average cost for a classroom teacher and assistant (where applicable) multiplied by the number of classes required by the District.
 - b. The total, actual cost incurred by the Intermediate Unit for the year in question for the program or service multiplied by the number of ADMs reported by the Districts.

- c. The total, actual hourly cost incurred by the Intermediate Unit for the year in question for the program or service multiplied by the number of hours of service required by the District.
 - d. The total, actual cost incurred by the Intermediate Unit for the year in question for the program or service multiplied by the percentage of staff time required by the District.
4. Intermediate Unit shall charge the District a total equal to the sum of the individual amounts obtained by multiplying the unit cost for each program or service enumerated in Schedule A by the number of units requested by the District. The number of units requested shall be reflected in Schedule A. The Intermediate Unit shall issue to the District billing statements for the following percentages of this total to be paid as follows:

<i>December 15 in each renewal year thereafter</i>	-	<i>34 percent</i>
<i>March 15</i>	-	<i>33 percent</i>
<i>June 30</i>		<i>33 percent</i>

The total cost used by the Intermediate Unit for the purpose of billing shall reflect the most recent enrollment data.

5. Upon the close of the term of this Agreement or any renewal year, the Intermediate Unit shall calculate the total, actual cost that it incurred in the implementation of this Agreement, excluding those costs for which the Intermediate Unit received state or federal funding. Upon completion of its final audit, the Intermediate Unit shall issue a statement containing the total thus calculated and the total payments received from the District in accordance with this Agreement during the prior school 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 Intermediate Unit shall reimburse the difference to the District or shall credit the difference to amounts due for Programs and Services in the then-current school year.
6. For those Programs and Services provided or operated in school facilities, the Intermediate Unit shall develop the calendar and schedule to be approved by the principal of the district building in which the Programs and Services are located.

Responsibilities of the District

7. On or before March 31, the District shall identify those Programs and Services that the Intermediate Unit will operate in accordance with this Agreement or any renewal thereof ("Program Commitment"). This Program Commitment shall be reflected in Schedule A and shall become part of this Agreement.
8. The District shall pay the Intermediate Unit the amounts specified on the billing statements issued in accordance with paragraph 4. For payments not received by the Intermediate Unit within 10 days of the scheduled date specified in paragraph 4, the District shall pay an additional amount equal to two percent of the total due for seven day period beyond the tenth day.
9. In addition to the payments required by paragraph 8, the District shall provide the following for Programs and Services located in facilities owned or leased by the District:
 - a. Classroom and other space comparable in size and condition to classrooms within the District to which non-exceptional students are typically assigned and which is located in reasonable proximity to the regular ebb and flow of building activities;
 - 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 throughout the term of this Agreement and any renewal thereof, 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 1988.
 - 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 Programs and Services to participate to the maximum extent possible in inclusive educational or extracurricular activities;
 - e. Regular education support and ancillary services including but not limited to such nursing, counseling, library, physical education, food, custodial, and maintenance

services and such inclusive instruction as is necessary to meet the needs of the students assigned to the Programs and Services;

- 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 throughout the term of this Agreement and any renewal thereof;
10. Also, in addition to the payments required by paragraph 8, the District shall provide the following:
- a. Such action or cooperation as is required to ensure that the District residents who participate in or are assigned to Program and Services provided or operated in accordance with this Agreement receive a FAPE in accordance with all state and federal laws in effect throughout the term of this Agreement and any renewal thereof;
 - b. Participation in, and commitment of classroom space consistent with, an Intermediate Unit-administered fair share plan in accordance with Section 342.46(c) of the regulations of the Pennsylvania Department of Education, 22 Pa.Code §342.46(c);
 - c. Such programs or services as are required to implement the recommendations of an IEP team or the order of a hearing officer, appeals panel, or court, to the extent that the program or service is beyond the scope of Programs and Services enumerated in Schedule A.
11. The obligation of the District to make payments in accordance with paragraph 9 is not contingent upon the receipt of funding from the Commonwealth, the federal government, or any other source. The Intermediate Unit shall, however, take all reasonable steps to assist the District to obtain funding.

Free Appropriate Public Education

12. The District shall be the Local Education Agency ("LEA") for all special education purposes. As such, the District maintains the sole and exclusive obligation to provide a FAPE in the least restrictive environment to each and every student who resides within the District's boundaries. The Intermediate Unit shall not be the LEA for the provision of FAPE in any manner.

MDE and IEP Responsibilities

13. The District, in cooperation with the Intermediate Unit, shall remain responsible for conducting all Child Find activities, including, but not limited to, annual notices, instructional support, utilization of RTI/MTSS, if applicable, and all evaluations and formal assessments of all District students receiving Programs and Services in accordance with this Agreement. The availability of psychological and other diagnostic staff provided by the Intermediate Unit in accordance with Schedule A shall be determined by a work schedule established by the District and the Intermediate Unit which complies with the applicable legal timelines for completion of evaluation reports.
14. Appropriate Intermediate Unit staff i.e., special education teacher, regular education teacher and/or other individuals who have knowledge or special expertise regarding the student, including related services personnel, etc., shall be members of the MDE and/or IEP team and shall attend all MDE and IEP team meetings that concern the student, unless excused by the District in writing. Nothing in this paragraph, however, shall require the Intermediate Unit to make available any staff member not directly involved in the provision of Programs and Services in accordance with this Agreement. The District shall provide notice to the Intermediate Unit at least ten (10) days before the date of any meeting. The District and the Intermediate Unit shall mutually decide the location of the meeting. In the event the District and the Intermediate Unit cannot agree, the meeting shall take place at the location at which the student receives Programs and Services.
15. The District is responsible for preparation and issuance of all special education documents, including but not limited to, Procedural Safeguards, IEP including FBA and PBSP, Invitation to Participate, Notice of Recommended Educational Placement ("NOREP"), Permission to Evaluate or Re-evaluate ("PTE"), and Initial Evaluation and Re-evaluation Reports with the support of the Intermediate Unit professionals assigned to specific students provided that there is current availability of psychological and other diagnostic staff provided by the Intermediate Unit as determined by a work schedule established by the Intermediate Unit which complies with the applicable legal timelines for completion of re-evaluation reports. All initial evaluations will be conducted by the District. All paperwork out of compliance at the time of referral to Intermediate Unit services will be furnished by the District.

16. The District and the Intermediate Unit shall consult to determine the feasibility of implementation of the IEP. The District and the Intermediate Unit 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 Schedule A. In the event the recommendations of the IEP team require the provision of programs, services, accommodations, or support not within the scope of the Programs and Services enumerated in Schedule A, but are available through the Intermediate Unit, Schedule A will be revised to include such provisions.

Implementation of Special Education Programming

17. The Intermediate Unit shall implement, in accordance with state and federal law, the individualized education program ("IEP") of a District student receiving Programs and Services in accordance with this Agreement.

Exchange of Education Records

18. To the extent permitted by law, the District and the Intermediate Unit shall exchange with each other all education records maintained by them concerning a District student receiving Programs or Services in accordance with this Agreement and shall continue to do so as long as the student receives said Programs or Services. To facilitate the exchange of information without prior parental consent, the District shall include within its annual notifications that the District has a policy of disclosing educational records to the Intermediate Unit for the legitimate educational purpose of providing Programs and Services to District students as part of its student records policy in accordance with law.

Cooperation

19. The District and the Intermediate Unit shall fully cooperate with each other in both, the administration of this Agreement and in the event of claims by third parties. In the event a claim is made against the District in an administrative, state or federal proceeding, and, to the extent a student who resides within the boundaries of the District participated in Programs and Services in accordance with this Agreement, the Intermediate Unit shall fully cooperate in the preparation and

defense of that lawsuit. Upon request by the District, Intermediate Unit staff shall provide all requested documentation and participate in all of the following, including, but not limited to: information gathering sessions, witness preparation and/or document review sessions; telephone conferences; mediation; motions and/or hearings; due process hearings; and, state or federal court proceedings. The District shall provide timely notice and cooperate with the Intermediate Unit to hold and/or conduct any aforementioned activity at mutually acceptable times, dates and locations, when possible.

20. All costs directly caused by, or associated with any activity referenced in paragraph 19, shall be the sole and exclusive responsibility of the Intermediate Unit, including, but not limited to, travel expenses, salary, overtime, and coverage or substitution costs. The District shall be responsible for the costs of copying any documents requested from the Intermediate Unit, but the Intermediate Unit shall not withhold provision of those documents for payment.

Duration, Renewal, and Termination of Agreement

21. This Agreement shall take effect on July 1, 2025, and shall remain in full force and effect, subject to adjustments in accordance with paragraph 4, through June 30, 2026.
22. This Agreement shall renew automatically for one school year commencing July 1, 2026 and from school year to school year thereafter, unless the Intermediate Unit receives written notice of nonrenewal on or before March 31 immediately preceding the renewal year from the District. If the District fails to provide timely notice of nonrenewal in accordance with this paragraph, this Agreement shall renew, at the option of the Intermediate Unit, for the next school year beginning July 1 and terminating effective June 30 of the next year.
23. If the termination or nonrenewal of this Agreement necessitates the suspension of professional employees employed by the Intermediate Unit, and the District continues to operate the Programs or Services affected by the termination or nonrenewal, the rights of the suspended professional shall be governed by the provisions of Section 1113 of the Public School Code of 1949, 24 PS §11-1113.

Liability/Indemnification

24. The District shall indemnify, defend and hold harmless the Intermediate Unit and any director, officer, agent or employee of the Intermediate Unit against any causes of action, actual damage, loss, or cost, including, but not limited to reasonable attorney's fees, prevailing party fees, as per federal and state law, costs, and compensatory education that result from:

(a) any actionable breach of the promises and representations made by the District to the Intermediate Unit in this Agreement;

(b) the failure of the District to perform any responsibilities under or agreed to be performed under this Agreement;

(c) the negligent or intentional misconduct of an employee of the District;

(d) the failure to develop the appropriate programming that is required for the provision of FAPE to a student who resides within the District's boundaries; and/or,

(e) the failure to provide appropriate maintenance on and/or the failure to properly operate any equipment or vehicle owned and/or operated by the District.

The District shall reimburse the Intermediate Unit on demand for any such damage, loss, or cost.

25. The Intermediate Unit shall indemnify, defend and hold harmless the District and any director, officer, agent or employee of the District against any causes of action, actual damage, loss, or cost, including, but not limited to reasonable attorney's fees, prevailing party fees, as per federal and state law, costs, and compensatory education that result from:

(a) any actionable breach of the promises and representations made by the Intermediate Unit to the District in this Agreement;

(b) the failure of the Intermediate Unit to perform any responsibilities and/or obligations agreed to be performed under this Agreement;

(c) the failure of the Intermediate Unit to implement, in accordance with state or federal law, the IEP of a District student receiving Programs or Services in accordance with this Agreement;

(d) the negligent or intentional misconduct of an employee of the Intermediate Unit;

(e) the failure to promptly notify the District of any change of circumstances that may necessitate a change of Programs or Services or placement for a student of the District; and/or,

(f) the failure to provide appropriate maintenance on and/or the failure to properly operate any equipment or vehicle owned and/or operated by the District.

The Intermediate Unit shall reimburse the District on demand for any such damage, loss, or cost.

26. Nothing in this Agreement shall be construed to alter or limit the obligation of the District to afford students who reside within its boundaries a FAPE in the in the least restrictive environment in accordance with state and federal law.
27. Nothing in the Indemnification section of this Agreement shall be construed to waive the immunities or expand the limitations on liability granted to the District and/or the Intermediate Unit under the Political Subdivision Torts Claims Act.

Insurance

28. The District and the Intermediate Unit shall each obtain and maintain sufficient liability insurance for purposes of indemnification in the amount not less than \$1,000,000 per incident or occurrence and shall provide the other party to this Agreement with evidence of this coverage on demand.

Miscellaneous

29. None of the administrative, professional, paraprofessional, or support staff provided by the Intermediate Unit 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 Intermediate Unit for any purpose.
30. This Agreement is intended to and shall be construed as consistent with all applicable state and federal laws in effect throughout the term of the Agreement or any renewal thereof, including the Individuals with Disabilities Education Improvement Act and its implementing regulations, the Rehabilitation Act of 1973 and its implementing regulations, Titles VI and IX of the Civil Rights Act of 1964 and their implementing regulations, the Family Education Rights and Privacy Act and its implementing regulations, the Pennsylvania Public School Code of 1949, and Chapter 14 of the regulations of the State Board of Education. To the extent that any 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.
31. If any term, condition, clause or provision of this Agreement shall be determined or declared to be void or invalid in law or otherwise, then only that term, condition, clause or provision shall be

stricken from this Agreement, and in all other respects, this Agreement shall be valid and continue in full force, effect and operation.

32. In the event any dispute arises between the District and the Intermediate Unit with regard to the interpretation of any term of this Agreement, the parties agree that the drafting of this Agreement, or any instrument referred to herein, shall not be deemed the act of any party or its agent and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be applicable.
33. The District and the Intermediate Unit agree that any disputes that arise among or between the District and the Intermediate Unit may be submitted to binding arbitration according to such terms and/or conditions agreed upon by the disputing parties at the time of arbitration.
34. Modifications to or adjustments in Schedule A as permitted or required by this Agreement shall in all cases be made in writing executed by a representative of the parties and shall become part of this Agreement regardless of whether a modified or adjusted Schedule A is affixed hereto.
35. This Agreement constitutes the entire Agreement and understanding between the Intermediate Unit and the District concerning the Programs and Services to which it applies. It supersedes and repeals all prior or contemporaneous agreements and understandings, written or oral, on this subject. Any modification to this Agreement shall be in writing executed by the legal representatives of the parties.

NORTHEASTERN EDUCATIONAL INTERMEDIATE UNIT

ATTEST: _____

BY: _____
NEIU Executive Director

WYOMING VALLEY WEST SCHOOL DISTRICT

ATTEST: _____

BY: _____

**NORTHEASTERN EDUCATIONAL INTERMEDIATE UNIT
RESOLUTION**

WHEREAS, pursuant to 22 PA Code Section 14, school districts may expend said funds and provide said programs and services either by direct service or through arrangements with other agencies; and,

WHEREAS, pursuant to 22 PA Code Section 14, *WYOMING VALLEY WEST School District* is required to specify which, if any, services will be provided by contract with intermediate units or other agencies; and,

WHEREAS, the District has concluded and determined that the programs and services below listed can be more efficiently or economically operated by contracting with the *Northeastern Educational Intermediate Unit (NEIU)* for provision of same;

BE IT THEREFORE RESOLVED that the attached contract(s) with *NEIU* for provision of special education programs and services as specified therein are hereby approved for the 2025-2026 school year and thereafter until expiration in accordance with the terms thereof.

WYOMING VALLEY WEST SCHOOL DISTRICT

By: _____
Board President

ATTEST:

Board Secretary

Date: _____



1200 Line Street
Archbald, PA 18403-1918
(570) 876-9200
Fax: (570) 876-8662

Dr. Kathleen Sottile
Executive Director
Kelly Dickey
Special Education Director

	25/26 Estimated Costs	
Life Skills	35,595.97	
MDS	47,769.64	
Emotional Support	73,935.62	
Autism	36,730.40	
SOAR	47,314.97	
STRIVE	12,962.42	***
NEIU Works (formerly Auto Shop)	22,899.97	**
OT	135.69	*
PT	161.07	*
Speech	160.48	*
Hearing	163.03	*
Vision	176.71	*
Center Based Costs	14,504.49	

- * hourly cost; everything else is costed out at 1 FTE
- ** half-day enrollment for NEIU Works is \$11,449.99
- *** half-day enrollment for STRIVE is \$6,481.21

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made this fifteenth day of May, 2025 between **WYOMING VALLEY WEST SCHOOL DISTRICT** of Kingston, Pennsylvania (“District”) and **LUZERNE INTERMEDIATE UNIT NO. 18** of 368 Tioga Avenue, Kingston, Pennsylvania (“IU”). In consideration of the promises and covenants contained in this agreement, and intending to be legally bound, the parties agree as follows:

Responsibility of the IU

1. During the 2025-2026 school year, as determined by the school calendar adopted by the Board of Directors of the District, the IU shall provide and operate the programs and services enumerated in “Schedule 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;

c. Provision of such supplies, equipment, and material, including furniture and assistive technology, as is necessary to implement this agreement and for which the IU incurs or has incurred actual costs, including rental costs, provided, however, that supplies, equipment, and materials that are used exclusively by one student and are not essential to the general operation of the program or service shall remain the responsibility of the district in which the student resides.

d. Curriculum development and provision of such in-service programs, training, and mentor programs to IU staff as the IU deems 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;

e. 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, provided, however, that any portion of the unit cost for any program or service attributable to such administrative or clerical support services shall be equal to the applicable indirect cost rate, if any, established by state or federal law in effect on the above date;

f. Such classroom space and other facilities as are required to implement this agreement in accordance with state and federal law in effect on the above date, to the extent that the program or service is provided or operated in a center that is not owned or leased by the District;

g. 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. 1-111.

2. 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 government, or any other individual or entity beyond the control of the IU. When compliance with the requirements of the 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.

3. On or before July 1, 2025, and annually thereafter on or before May 15 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 Schedule 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 Schedule A and shall thereby be incorporated into this agreement. For purposes of this agreement, the term "unit cost" shall mean:

a. The total, actual cost incurred by the IU for the year in question for the program or service as described in paragraph 1, for which the IU will not receive state or federal funding, divided by the number of ADM's (Actual Daily Memberships), hours or students on the class list or caseload of a program or service;

b. The total, actual cost incurred by the IU for the year in question for the program or service multiplied by the total program or service required by the District. Schedule A, however, is for budgetary purposes. The final charges to the local districts will be based on the final total actual cost incurred by the IU for the year in question for the program or service as described in Paragraph 1 for which the IU will not receive state or federal funding divided by either the number of students on the assignment list for nursing services, and Learning Support Services at WB CTC and West Side CTC; or the number of ADM's (Actual Daily Memberships) for Emotional Support, Physical Support, Autistic Support, Life Skills Support, Multi Handicapped Support, Hearing Impaired Support (classroom), or the number of sessions assigned for Visually Impaired Support Itinerant students, Hearing Impaired Support Itinerant students, Speech Therapy Support students in IU run Special Education classes, and Physical Therapy, and Occupational Therapy Support services; or the number of Learning Support Classes or Speech Therapists provided to a local district; or the percentage of the actual cost of providing Psychological Services to the local district not provided by federal funding.

4. The IU may adjust upward or down the unit cost for each program or service enumerated in Schedule A to reflect those material or significant changes in the actual costs incurred by the IU to date. The IU shall furnish the District with written notification of this adjustment in the form of a modified Schedule A, which shall become part of this agreement.

5. The District shall pay the Intermediate Unit the amounts specified on the billing statements. The billing schedule shall consist of a yearly amount payable in 12 equal monthly payments, payable on the first day of each month beginning with July 1, 2025.

6. Upon the close of the term of this agreement and upon the conclusion of any renewal year thereafter, the IU shall calculate the total, actual cost that it incurred in the implementation of this agreement, other than those costs for which the IU received state or federal funding. On or before October 15, 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 or shall credit the difference to amounts due for programs and services in the then-current year.

7. For those programs or services provided or operated in regular school facilities, the IU shall follow the calendar and schedule adopted by the Board of Directors of the district in which the program or service is located.

Responsibilities of the District

8. On or before **March 31, 2026**, the District shall identify those programs and services that the IU will operate in accordance with this agreement. This commitment shall be reflected in Schedule A and shall become part of this agreement. For any renewal year, the District shall commit, in the form of a revised Schedule A, on or before the **March 31** immediately preceding renewal. The revised Schedule A shall become a part of this agreement.

9. The District shall pay the IU the amounts specified on the billing statements issued in accordance with paragraph 5. For payments not received by the IU within 10 days of the schedule date specified in paragraph 5, the District shall pay an additional amount equal to 6% per Annum.

10. In addition to the payments required by paragraph 9, the District shall provide the following for programs or services located in facilities owned or leased by the District:

a. Classroom and other space comparable in size and condition to classrooms within the District to which non-exceptional students are typically assigned and which is 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;

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 Rehabilitative 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 1988;

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. Regular education support and ancillary services including but not limited to such nursing, counseling, library, physical education, food custodial, and maintenance services and such mainstream instruction as is necessary to meet the needs of the students assigned to the program or service;

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.

11. Also in addition to the payments by paragraph 9, the District shall provide the following:

a. Such action or cooperation as is required to ensure that the District residents who participate in or are assigned to a program or service provided or operated in accordance with this agreement receive a free appropriate public education in accordance with all state and federal laws in effect on the above date:

b. Participation in, and commitment of classroom space consistent with, and IU-administered fair share plan in accordance with Section 342.46 (c) of the regulations of the Pennsylvania Department of Education, 22 Pa. Code 342.46 (c).

c. Provision of such legal or advisory services and representation as are necessary to support the appropriateness of the evaluation, classification, program, or placement of District residents who participate in or are assigned to a program or service provided or operated in accordance with this agreement, when evaluation, classification, program, or placement is challenged through due process, provided, however, that nothing in this paragraph shall require the District to pursue due process or other legal proceedings in place of an amicable or mediated settlement;

d. Such programs or services as are required to implement the recommendations of an IEP team or the order of a hearing officer, appeals panel, or court, to the extent that the program or service is beyond the scope of programs and services enumerated in Schedule A.

12. The obligation of the District to make payments in accordance with paragraph 9 is not contingent upon the receipt of funding from the Commonwealth, the federal government, or any other source. The IU shall, however, take all reasonable steps to assist the District to obtain funding.

MDE and IEP Responsibilities

13. The District, in cooperation with the IU, shall remain responsible for the multidisciplinary evaluation and reevaluation (MDE) and IEP development and revision processes for exceptional or thought-to-be exceptional students who reside within the District and are serviced by the IU. The availability of psychological and other diagnostic personnel provided by the IU in accordance with Schedule A shall be determined by a work schedule established by the District and the IU in light of service purchased by the District. The IU shall make appropriate members of its staff available at reasonable times and locations for participation as needed in MDEs and IEP planning conferences. The district shall provide the IU staff with adequate notification and an opportunity to participate in the development of MDEs and IEPs. 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 District and 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 Schedule A. In the event the recommendations of the IEP team require the provision of programs, services, accommodations, or support not within the scope of the programs and services enumerated in Schedule A, but are available through the IU, such provisions will be determined and reflected in a revised Schedule A. It is understood that the Luzerne Intermediate Unit will provide the related Itinerant Services to students from its member school districts that are enrolled in Luzerne Intermediate Unit Programs.

Duration, Renewal, and Termination of Agreement

14. This agreement shall take effect on July 1, 2025, and shall remain in full force and effect, subject to adjustments in accordance with paragraphs 4 through June 30, 2026.

15. This agreement shall renew automatically for one year commencing July 1, 2025, and from year to year thereafter, unless the IU receives written notice of non-renewal on or before the **March 31** immediately preceding the renewal year. If the district fails to provide timely notice of non-renewal in accordance with this paragraph, this agreement shall renew, at the option of the IU, for the ensuing year beginning July 1 and shall terminate effective June 30 of the next year.

16. If the termination or non-renewal of this agreement necessitates the suspension of professional employees employed by the IU, and the District continues to operate the programs or services affected by the termination or non-renewal, the rights of the suspended professional shall be governed by the provisions of Section 1113 of the Public School Code, 24 P.S. 11-1113.

Liability

17. 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 in amounts not less than \$500,000 per incident or occurrence and shall provide the District with evidence of this coverage on demand.

18. 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 of this purpose in amounts not less than \$500,000 per incident or occurrence and shall provide the IU with evidence of this coverage on demand.

19. 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 any 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.

20. This agreement is intended to and shall be construed as consistent with all applicable state and federal laws in effect on the above date, including the Individuals with Disabilities Act and its implementing regulations, the Rehabilitation Act of 1973 and its implementing regulations, Titles VI and IX of the Civil Rights Act of 1964 and their implementing regulations, the Family Education Rights and Privacy Act and its implementing regulations, the Pennsylvania Public School Code of 1949, Chapters 14 and 15 of the regulations of the State Board of Education, and Chapter 342 of the standards of the Pennsylvania Department of Education. To the extent that the law is construed as inconsistent with the language of this agreement, the law shall supersede the language as the Intergovernmental Agreement expression of the parties' intent and may be enforced as such.

21. Modifications to or adjustments in Schedule A as permitted or required by this agreement shall in all cases be made in writing executed by a representative of the parties and shall become part of this agreement regardless of whether a modified or adjusted schedule is affixed hereto.

22. 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 understandings, written or oral, on this subject. Any modification to this agreement shall be in writing executed by the legal representatives of the parties.

LUZERNE INTERMEDIATE UNIT NO.18

Attest: _____ by: _____
Secretary of the Board President

WYOMING VALLEY WEST SCHOOL DISTRICT

Attest: _____ by: _____

**CONTRACTED PROFESSIONAL SERVICES PROVIDED BY
THE LUZERNE INTERMEDIATE UNIT TO:
WYOMING VALLEY WEST**

INSTRUCTIONAL COSTS:

EST. ADM'S

Autistic Support	5.00	at	\$ 30,887.00	each =	\$154,435.00	
Emotional Support	1.00	at	23,196.00	each =	23,196.00	
	-	at	-	each =	-	
Life Skills	8.00	at	23,686.00	each =	189,488.00	
Multi-Handicapped	4.000	at	31,388.00	each =	125,552.00	
	-	at	-	each =	-	18.000
Adaptive Phys Ed - P. Forlenza	0.20	at	106,322.00	each =	21,264.40	
	<u># Students</u>					
Learning Support at West-Side Voc-Tech	66.00	at	6,362.00	each =	419,892.00	

TOTAL INSTRUCTIONAL COSTS

\$933,827.40

\$ -

SUPPORT SERVICE COST:

Account 2400 Health Services:	<u># Students</u>					
Nursing Costs - Basic Fee	28.00	at	900.00	each =	25,200.00	
Nursing Costs - IEP Students	2.00	at	6,961.00	each =	13,922.00	
	<u># Hours</u>					
Occupational Therapy	294.63	at	117.00	hour =	34,472.00	
Hearing Impaired (Itinerant)	62.25	at	170.00	hour =	10,582.50	
Visually Impaired (Itinerant)	510.50	at	194.00	hour =	99,037.00	
Speech Support for Special Education Students in Luzerne Intermediate Unit Classes	875.63	at	123.00	hour =	107,702.49	
Pupil Personnel Services:	<u>Quarter Days</u>					
Physical Therapy	256.00	at	\$190.00	qday =	48,640.00	
Social Work Services	490.50	at	\$136.00	qday =	66,708.00	

Account 2300: Supervision

-

TOTAL SUPPORT SERVICES COST

406,263.99

GRAND TOTAL

\$1,340,091.39

These classroom costs are based on 2024-2025 student totals as of 4-12-25. These itinerant costs are based on 2024-2025 student totals as of 4-25-25. A final reconciliation will be based on actual 2025-2026 numbers as per contract.

These costs are to be paid to the Luzerne Intermediate Unit in 12 equal payments; each payment due the first of each month beginning July 1, 2025.