Carbon Lehigh Intermediate Unit #21

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2026-2027 USE OF FUNDS AGREEMENT – IDEA PART B, SECTION 619 (PRESCHOOL GRANTS)

Sub-grant Agreement for Implementation of Individuals with Disabilities Education Improvement Act Section 619 (U.S. Department of Education; Federal Award Number H173A260090; ALN #84.173 Special Ed-Preschool Grants), by and between the Carbon Lehigh Intermediate Unit, hereinafter called the CLIU, and the **Lehighton Area School District** hereinafter called School District/Charter School, entered into for the project period July 1, 2026 through June 30, 2027. The initial sub-grant award for 2026-2027, based on the 2025-2026 child count, is **$3,645**.

I. THE SCHOOL DISTRICT/CHARTER SCHOOL HEREBY AGREES AND ENSURES THAT:

A. IDEA 619 funds shall be used to supplement the provision of special education and related services for eligible **five-year-old children with disabilities enrolled in kindergarten**, except as may be permitted by IDEA.

B. IDEA funds shall be used to supplement and, to the extent practicable, increase the level of state and local disabilities and providing special education and related services to children with disabilities, and may not be used to supplant those state and local funds.

C. The School District/Charter School will maintain complete cost records for all expenditures made in association with this agreement, as well as employee, program and statistical records, and supporting documents. These records are to be available for inspection by a representative and/or auditor of the CLIU, the Pennsylvania Department of Education (PDE), the Office of Child Development and Early Learning (OCDEL), or the U.S. Department of Education (USDE).

D. The School District/Charter School 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 CLIU Business Office. If the School District/Charter School does not meet the federal threshold for a Single Audit, it will provide independently audited financial statements which clearly identify the receipt and use of federal IDEA funds.

E. Any and all audit citations or findings resulting from expenditures or activities performed by the School District/Charter School are the financial responsibility of the School District/Charter School. The CLIU agrees to cooperate with the School District/Charter School in resolving any proposed disallowances the auditors of the School District/Charter School recommend as a result of audits, or any final audit

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disallowances imposed by the appropriate authorities. The CLIU shall not be held liable for the School District/Charter School's disallowed costs.

F. The School District/Charter School ensures that all obligations made in association with the agreement will occur within the project period stated above. No payments can be made for obligations made outside of the approved project period (prior to July 1, 2026 or after June 30, 2027).

G. The School District/Charter School will submit documents to the CLIU based on the timeline provided by the CLIU, as well as other reports determined by PDE to be required. Payment by the CLIU will be contingent upon the receipt of required documents, receipt of funds from PDE and receipt of a completed reimbursement request from the School District/Charter School. Payments will be made to the School District/Charter School by CLIU check. The School District/Charter School's Final Summary Expenditure report (FER) must be submitted to CLIU on or before August 3, 2027.

H. The School District/Charter School agrees to utilize any Local/State funds freed up under the Maintenance of Effort (MoE) option only for ESEA/IDEA authorized activities, and to maintain detailed records of how those Local/State funds were utilized, as required by PDE.

I. The School District/Charter School agrees to comply with all IDEA related reporting requirements established by PDE, OCDEL or USDE for purposes of accountability of IDEA expenditures.

J. The School District/Charter School will cooperate with the CLIU in completing an annual Risk Assessment process including sub-recipient monitoring.

K. IDEA funds will be passed through to the School District/Charter School on a reimbursement basis for the 2026-2027 fiscal year. When requesting reimbursement for expenses incurred, the School District/Charter School will accompany the reimbursement request with appropriate supporting documentation, such as copies of invoices or payroll reports.

L. The School District/Charter School affirms it has adopted policies and procedures regarding required aspects of the OMB Uniform Guidance (2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards), including conflict of interest, federal travel reimbursements, cash management, allowability of costs, and procurement.

M. The School District/Charter School agrees that its procurement procedures reflect all federal, state and local procurement regulations and that sufficient documentation is maintained to support all purchases made with IDEA funds.

N. The School District/Charter School agrees not to accumulate any interest on IDEA funds in compliance with federal mandates governing IDEA.

O. The School District/Charter School agrees and acknowledges the following: PDE may at any time, and within its sole discretion, withhold or redirect any of the funding awarded hereunder in order for PDE to fund any actual or anticipated special education or related services PDE determines are appropriate for any students of the School District/Charter School 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 the School District/Charter School.

II. THE CLIU HEREBY AGREES AND ENSURES THAT:

A. The development and execution of this Agreement shall be in accordance with the following:

1. IDEA program guides issued by USDE.
2. Guidelines and directives issued by PDE and OCDEL.
3. The terms of this Agreement.
4. The provisions of the Commonwealth of Pennsylvania's IDEA plan applicable to the period of this Agreement.
5. All other pertinent federal and Pennsylvania State laws, regulations and standards, as outlined in the IDEA contract between the CLIU and PDE.

B. Upon the School District/Charter School's submission of this signed agreement, an initial budget, and the Risk Assessment Survey, the CLIU agrees to make payment to the School District/Charter School for allowable expenditures, as outlined in the reimbursement requests submitted by the School District/Charter School.

C. The CLIU agrees to release the approved "pass-through" reimbursement to the School District/Charter School after the next CLIU Board meeting, provided sufficient funds have been advanced by PDE.

D. The CLIU agrees to provide School District/Charter School all IDEA guidelines governing allowable and non-allowable IDEA expenses (Appendix A).

III. THE EXECUTION OF THIS AGREEMENT IS CONTINGENT UPON:

A. PDE and OCDEL approval of the services outlined in the agreement through the CLIU's application for IDEA 619 funding; and receipt of the funds from PDE.

B. The School District/Charter School's compliance with the terms of the IDEA 619 Use of Funds Agreement, budget, reimbursement request(s), final reporting and submission of prior year audited financial statements to the CLIU Business Office.

Gregory S Klein — 11/9/2006

Signature of CLIU Executive Director — Date

Signature of School District Superintendent/
Charter School Executive Officer — Date