

INTERGOVERNMENTAL AGREEMENT
For Title I Equitable Services
Between
EAST PENN SCHOOL DISTRICT
And
THE CARBON LEHIGH INTERMEDIATE UNIT #21

This Intergovernmental Agreement is made and entered into as of the 8th day of August, 2022, by and between **East Penn School District** (hereinafter referred to as the "School District") and the **CARBON LEHIGH INTERMEDIATE UNIT #21** (hereinafter referred to as the "CLIU #21"), for provision of the bundled remedial instructional services, as described in Section 4 of this Agreement, to School District students in Non Public schools in accordance with Title I Equitable Services requirements and funding allocations.

1. **TERM**

This Agreement shall commence on the first day of instruction for Non Public school students for the **2022-2023** school year and terminate on the last day of instruction for Non Public school students for the **2024-2025** school year.

2. **DESCRIPTION**

- 2.1 Upon the terms and conditions set forth herein, the School District requests that the CLIU #21 provide bundled remedial instructional services as described in Section 4 of this Agreement in accordance with the Title I Equitable Services requirements for its eligible students enrolled in **Non Public school(s) within the CLIU#21 service area.**
- 2.2 The School District and the CLIU #21 agree to pool funds for Remedial Reading Instructional Services in the identified Non Public schools. The pooled funds shall be used to serve the Non Public school students most at risk who reside in the School District attendance areas regardless of the amount of funds generated based on the number of children from low-income families attending the Non Public schools.

3. **FEES AND PAYMENT**

- 3.1 In consideration of the bundled services mutually agreed upon as described in Section 4 of this Agreement, the School District shall pay the CLIU #21 the amount of its final Title I Equitable Services funding allocation for the applicable school year for students in the Non Public school(s) identified in Section 2.1.

- 3.2 The School District shall provide the CLIU #21 notice of its *preliminary* and *final* Title I Equitable Services funding allocation for the applicable school year within 10 business days of receiving notice of the respective allocations.
- 3.3 The CLIU #21 will invoice the School District in full after receiving notice of the *final* Title I Equitable Services allocation. Payment is due to the CLIU #21 within 90 days of the invoice date.
- 3.4 The School District and the CLIU #21 acknowledge that an increase or decrease between the preliminary and final Title I Equitable Services funding allocations may increase or decrease the Title I services provided under this Agreement.

4. CLIU #21 RESPONSIBILITIES

- 4.1 To provide remedial instructional services by certified instructional staff as required by Title I.
- 4.2 To use appropriate evaluative testing/screening procedures and materials.
- 4.3 To follow the School District local assessment plan for Title I students whenever possible.
- 4.4 To provide small group supplemental instruction for eligible Non Public school students.
- 4.5 To assume all financial and legal responsibilities involved in providing the instruction:
 - 4.5.1 Employ the certified instructional staff.
 - 4.5.2 Provide instructional materials which supplement regular instruction.
 - 4.5.3 Provide diagnostic testing instruments.
 - 4.5.4 Supervise the instruction.
 - 4.5.5 Any other responsibilities necessary to conduct the program as intended.
- 4.6 To require the CLIU #21 certified instructional staff to complete the following requirements in addition to providing the weekly instructional periods:
 - 4.6.1 Conduct diagnostic and benchmark testing as needed on eligible Non Public school students.
 - 4.6.2 Provide records of assessment data, instructional activities, and attendance for students served.

- 4.6.3 Meet with parents for conferences as requested.
- 4.6.4 Provide progress reports at the end of the year for each student served.
- 4.7 To be responsible for the following:
 - 4.7.1 Provide the School District with the names and addresses of the students served.
 - 4.7.2 Provide the School District with the data necessary to complete its Title I responsibilities including assessment data and related data.
 - 4.7.3 Meet with Non Public school administrators a minimum of once a year to review services provided to their students.
 - 4.7.4 Provide the School District access to the student information at any time.

5. SCHOOL DISTRICT RESPONSIBILITIES

- 5.1 To provide the CLIU #21 with names of Non Public schools within its service area identified to participate in Title I Equitable Services.
- 5.2 To assist the CLIU #21 in identifying names and addresses of students eligible for Title I Equitable Services who reside in the School District attendance areas and attend a Non Public school listed in Section 2.1.
- 5.3 To inform the CLIU #21 of any and all circumstances which may directly or indirectly affect the performance of this Agreement, including changes in the Title I Equitable Services funding allocation.

6. MISCELLANEOUS

- 6.1 The CLIU #21 shall maintain and keep in force such insurance as Workers Compensation, Liability, and Property Damage.
- 6.2 The School District agrees to indemnify and hold harmless the CLIU #21 and its officers, agents, and employees against all liability, losses, and costs imposed on the CLIU #21, including attorney fees, attributable to acts or omissions of the School District arising out of the conduct and/or responsibilities to be carried out by the School District under this agreement with the understanding that nothing herein shall be construed to waive the immunities or expand the limitations on liability granted to the School District under state law. The CLIU #21 agrees to indemnify and hold harmless the School District and its officers, agents, and employees against all liability, losses, and costs imposed on the School District, including attorney fees, attributable to acts or omissions of the CLIU #21 arising

out of the conduct and/or responsibilities to be carried out by the CLIU #21 under this agreement with the understanding that nothing herein shall be construed to waive the immunities or expand the limitations on liability granted to the CLIU #21 under state law.

- 6.3 It is mutually understood and agreed that the CLIU #21 is an independent Contractor rendering services pursuant to this Agreement through its own providers. The School District shall neither have nor exercise any control or direction over the methods by which the CLIU #21 shall perform the services. The CLIU #21 shall perform the services pursuant to this Agreement in accordance with the accepted methods and standards of its professional specialties. The School District shall have the right to request services, but not to control the manner in which the services are performed. Nothing contained in this Agreement shall be construed to make the CLIU #21 the employee or servant of the School District. The CLIU #21 shall pay all compensation, benefits, payroll, and related taxes, including workers' compensation, related to the personnel furnishing the services pursuant to this Agreement.
- 6.4 This agreement may be terminated by either party by providing notice in writing to the other party no later than April 1 prior to the applicable school year.

The parties have entered into this Agreement as of the Effective Date first above written:

East Penn School District

Carbon Lehigh Intermediate Unit #21

By: Kristen Campbell
Kristen Campbell

By: Elaine E. Eib
Elaine E. Eib, Ed.D

Title: Superintendent

Title: Executive Director CLIU #21

Date: August 8, 2022

Date: 8/31/2022