



TITLE III CONSORTIUM AGREEMENT 2026-2027 School Year

This Agreement represents the agreed-upon program, services and products to be provided in the CAIU #15 Title III Consortium.

WHEREAS, Capital Area Intermediate Unit #15 will act as lead local education agency ("LEA"), fiscal agent and member. The consortium shall be named the CAIU #15 Title III Consortium ("Consortium").

WHEREAS, the Capital Area Intermediate Unit #15 will be responsible for acting as the fiscal agent for the Consortium and will file the required expenditure reports and maintain fiscal records.

WHEREAS, public schools seek to participate in the Consortium and receive the services contemplated herein;

WHEREAS, the Consortium will plan to expend all Title III funds during the 2026-2027 school year. If all funds are not expended and there is carryover, monies will be pooled and made available to all member districts.

NOW THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

1. **Responsibilities of Lead Local Education Agency, CAIU #15**

- a. Maintenance of the agreement regarding consortium members' participation
- b. Submission of the consortium's collaboratively developed Title III, Part A program plan, assurances and budget in the Consolidated Application.
- c. Monitoring use of Title III funds, including ensuring the funds are shared and spent to fully carry out the program plan, benefit all consortium members, and ensure fulfillment of Title III, Part A-required activities.
- d. Control of all fiscal transactions of the consortium (approvals, purchases, payments, etc.).
- e. Maintenance of records of all inventory lists and financial transactions carried out on behalf of the consortium.
- f. Expenditure monitoring of all participating LEAs to ensure compliance with Title III, Part A supplement, not supplant requirements.
- g. Organizing Title III consortium members' meetings, professional development or other related effective activities.
- h. Fulfillment of data gathering, reporting and documentation submission requirements, on behalf of the Consortium, for Title III, Part A monitoring and reporting purposes.

- i. With consortium members, assist in coordinating activities and share relevant data under its plan with local Head Start and Early Head Start agencies, including migrant and seasonal head Start agencies, and other early childhood education providers
 - j. Compilation of data received from member AUNs and enter aggregated responses into the Title III Professional Development Excel Reporting Tool. This will provide a single, District Fact template record that reports the entire Professional Development requirement for the entire Consortium membership, designated under the AUN of the Lead agency.
 - a. Note: It is recommended that the LEA and Members retain data for record keeping purposes.
 - k. Distribute an Intent to Participate in Title III to nonpublic schools (NPS).
 - l. Provide state-required Home Language Survey to all NPS interested in participating in Title III.
 - m. Capture English Language (EL) NPS enrollment, upload enrollment into eGrants, and share with Member.
 - n. Assess all potential EL students in NPS to determine EL status and share WIDA scores with member districts.
 - o. Nonpublic consultation:
 - a. LEA holds the responsibility for uploading Nonpublic Affirmation of Consultation to the Title III application.
 - b. LEA holds the responsibility for the provision of services.
 - c. LEA holds the responsibility for monitoring the provision of services.
 - p. The LEA will provide parental notification for identification and placement in Title III supplemental services within 2 weeks after a summer program begins. If a child is identified for and placed in a Title III supplemental program by the public school ("Member"), LEAs will notify parents of a child's TITLE III SUPPLEMENTAL program eligibility.
 - q. The LEA will be responsible for submitting the final application and reports to PDE on behalf of the Members. In addition, each Member may be required to complete a report as well to be submitted to the LEA for compilation of results. Signature of the LEA representative represents the Consortium has met and conferred and the Members are in agreement to all stated.
2. **Duties and Responsibilities of Members in Consortia**
- a. Reviewing Title III guidelines and requirements.
 - b. Completing any tasks delegated by LEA.
 - c. Completing all obligations as outlined in the Title III plan or funding application.
 - d. Providing data to meet annual data reporting requirements, including:
 - a. Number of students serving in Title III programs

- b. Number of teachers serving in Title III programs
 - c. Completion of the Title III Professional Development Excel Reporting Tool and submission to LEA, <https://www.education.pa.gov/Documents/Teachers-Administrators/PIMS/Excel%20Reporting%20Tools/Title%20III%20Professional%20Development%20Activities%20Survey.xls>
 - e. With LEA, cross-coordinate activities and share relevant data under its plan with local Head Start and Early Head Start agencies, including migrant and seasonal head Start agencies, and other early childhood education providers.
 - f. Each Member will reserve 12% of their current allocation to cover costs associated with LEA responsibilities.
3. Changes regarding the dates of provision or the scope and/or nature of these services must be made by the written agreement of the Members.
4. **Term and Renewal**
- a. The term of this Agreement shall commence **August 15, 2026**, and shall terminate effective **August 31, 2027**, unless otherwise agreed upon in writing.
5. **Notice.**
- a. All notice to, contact with, or any provision of information relevant or pertaining to this Agreement shall be directed to the LEA as follows:

Contact Name: Lisa Klingler

Address: 55 Miller Street, Enola, PA 17025

Phone: 717-732-8400

Email: lklingler@caiu.org
 - b. All notice to, contact with, or any provision of information relevant or pertaining to this Agreement shall be directed to the Member as follows:

Member Contact Name: Carrie Martin, Director of Special Education

Address: 2579 Interstate Drive

Phone: 717-657-5100

Email: cmartin@hannasd.org
6. **Mutual Release from Liability**
- a. It is specifically understood and agreed that neither party shall be held liable or otherwise responsible for the acts and/or omissions, including negligence or willful misconduct, of the

other party or any of the other party's agents, employees, directors, officers, affiliates, consultants, and/or contractors.

7. **Mutual Indemnification**

- a. Both parties are protected under the Commonwealth of Pennsylvania's Political Subdivision Tort Claims Act (Act), and as such, cannot and shall not be held responsible or otherwise liable to each other or third parties for those actions or inactions specifically enumerated under the Act. Based on the foregoing, each party agrees to protect, indemnify, and hold harmless the other party and its agents, employees, directors, officers, affiliates, consultants, and/or contractors from and against any and all damages, injuries (including bodily injury, dismemberment, and/or death), claims, liabilities, and costs (including reasonable attorneys' fees), to the degree arising out of, relating to, or resulting from the negligent or willful acts or omissions of the indemnifying party, its agents, employees, directors, officers, affiliates, consultants, and/or contractors, arising under this Agreement.
- b. Said indemnity is in addition to any other rights that the indemnified party may have against the indemnifying party and will survive the termination of this Agreement.

8. **Insurance Coverage**

- a. The LEA affirms it carries Workers' Compensation, General Liability, and Errors and Omissions insurance at amounts recognized as customary in the ordinary scope of business. Upon written request, the LEA shall provide Member with a copy of its certificate of insurance, but under no circumstances shall LEA name Member as an additional insured.
- b. The Member shall carry appropriate insurance coverage, including, but not limited to, Workers' Compensation, General Liability, Errors and Omissions, and the like, throughout the entire term this Agreement. Under no circumstances shall LEA be responsible for any liability incurred by Member as a result of Member not carrying said insurance and Member shall not be required to name LEA as an additional insured.

9. **Limitation of Relationships**

- a. The relationship between the parties to this Agreement shall be that of independent contractors. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee between LEA and Member. LEA and Member assert that they are not in a joint venture with each other, nor intend to operate as a joint venture. Each party shall be solely responsible to pay its own federal, state, and local income taxes, and any and all other payments incurred in the performance of this Agreement. None of the benefits provided by either party to its employees, including but not limited to workers' compensation insurance, disability insurance, medical insurance, and unemployment insurance are available from that party to the other party or the other party's employees, consultants, or contractors for the Services provided pursuant to this Agreement. Neither party has authority

hereunder to assume or create any obligation or responsibility, express or implied, on behalf or in name of the other party or to bind the other party in any way whatsoever.

10. Confidentiality

- a. Under this Agreement, the parties may have access (verbally or in writing) to information that is confidential in nature. Such information may include, but not be limited to student information and data, work product, facts or statistics, ideas, materials, business plans, technical information, methodologies, or any other shared data.
- b. LEA and Member agree not to use or disclose such confidential information for any purpose other than in fulfillment of this Agreement, and/or as required by activities described herein, and then, only to the designated employees and/or consultants of LEA and Member. Additionally, both parties acknowledge and agree that they are bound by the Family Education Rights and Privacy Act of 1974 (FERPA) and all other applicable State and federal laws.
- c. Notwithstanding the above, both parties are public governmental entities subject to public disclosure and right-to-know laws, and this Section 10 and its subsections shall not apply with respect to any information that is required to be disclosed under or by any law or which subsequently enters the public domain through no fault of the receiving party.
- d. The provisions of this Section 10 and its subsection shall survive termination or expiration of the Agreement.

11. Audit

- a. All service and billing records of the Member are subject to audit at any time by auditors performing annual fiscal or program audits, as required by the federal government, and/or the Pennsylvania Department of Education, and/or the LEA as required by a third party.

12. Severance; Full Force and Effect

- a. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, that provision shall be null and void, and all other provisions shall remain in full force and effect.
- b. In the event a term of this Agreement is not strictly enforced, such non-enforcement shall not be interpreted as acquiescence, nor shall it be seen as precedent setting and enforcement of the term at any time in the future shall be binding and not subject to dispute.
- c. No delay of or omission in the exercise of any right, power, or remedy accruing to any party under this Agreement shall impair any such right, power, or remedy, nor shall it be construed as a waiver of any future exercise of any right, power, or remedy.

13. Governing Law and Venue

- a. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the provisions concerning conflict of laws.

- b. Member hereby irrevocably consents to and agrees that jurisdiction and venue for all disputes arising under this Agreement shall lie exclusively with the state and federal courts for Cumberland County, Pennsylvania and the Middle District of Pennsylvania.

14. Non-Discrimination

- a. The Member agrees to treat all persons in a non-discriminatory manner, in keeping with applicable state and federal laws, including, without limitation, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Americans with Disabilities Act, and the Pennsylvania Human Relations Act. No person shall be discriminated against by the Provider because of race, color, religious creed, ancestry, national origin, sex, age, sexual orientation, or handicap.

15. Compliance with Law and Policy

- a. During the term of this Agreement, both parties hereto shall comply with all applicable federal, state, and local laws and regulations, including the Pennsylvania School Code and applicable Board Policy of either party.

16. Clearances

- a. As a Pennsylvania education agency, the LEA complies with the Pennsylvania School Code, the Pennsylvania Department of Education (PDE), and any other rules and/or regulations regarding the hiring and administration of personnel. All LEA staff members and independent consultants who may be assigned to work with Member have all met applicable standards regarding hiring and the completion of background checks and clearances, including Act 34, Act 151, and Act 114 background checks and TB/physical exams as required by the PA School Code. Upon written request by the Member, the LEA will provide a copy of all clearances *to its employee(s) and consultants* who are providing work to the Member and the employee or consultant will present them to the Member; the LEA shall not forward clearances directly to the Member.

17. Termination

- a. Each party has the right to terminate this Agreement (1) to the extent provided herein; or (2) in the event of a material breach, after giving written notice and at least thirty (30) calendar days to remedy; or (3) without cause upon ninety (90) days prior written notice.
- b. Upon termination by the Member, all work shall stop and payment for all work completed to date shall be immediately due and payable to the LEA.

18. Damages

- a. In addition to termination and any other rights provided hereunder, LEA has the right to seek any remedy available to it in equity or in law, whether monetary or injunctive relief.

19. **Headings**

- a. The headings of this Agreement are for convenience of reference only and do not affect the meaning or interpretation of this Agreement.

20. **Rules of Construction**

- a. No provision of this Agreement shall be construed against a party simply because that party drafted the provision.

21. **Entire Agreement and Modification**

- a. This Agreement constitutes the entire contract between the parties regarding the work and supersedes any previous oral and/or written representations, negotiations, and/or understandings between the parties.
- b. Any changes, additions, or deletions to the Scope of Work shall be considered a modification as described herein. Any such modification must be subsequently labeled *Addendum 1*, *Addendum 2*, *en sic*. To be valid, any modifications/amendments to this Agreement shall be made in writing, signed by an authorized representative of each party, and dated.
- c. Any and all Addenda shall be considered incorporated as a valid term of this Agreement.
- d. It is specifically understood and agreed that every Addendum must be separately negotiated and shall be agreed upon, in writing, by both parties.
- e. Notwithstanding, this Agreement may be executed in multiple counterparts. Each such counterpart shall be an original and all together shall constitute but one and the same Agreement.

Signatures of Authorized Representatives:

Capital Area Intermediate Unit

**Name of Member District/Charter
School/AVTS:**

Authorized Signature

Authorized Signature

Dr. Andria Saia

Printed Name

Printed Name

Executive Director

Title

Title

Rev. 5/12/26