

**This Agreement is between Lancaster-Lebanon Intermediate Unit 13 (“IU13) and
Warwick School District**

Title III is a part of the Elementary and Secondary Education Act of 1965 (ESEA), as amended by Every Student Succeeds Act of 2015 (ESSA). The purpose of Title III is to help ensure that English learners (ELs) attain English language proficiency and meet state academic standards. The U.S. Department of Education has ruled that a consortium of Local Education Agencies (LEAs) formed as an eligible entity for the purpose of receiving a Title III subgrant is responsible for meeting all of the Title III requirements as would any other individual LEA subgrantee. This Agreement is entered into pursuant to the requirements of ESSA.

TERM: October 1, 2026 - September 30, 2027

RESPONSIBILITIES OF EACH PARTY:

1. RESPONSIBILITY OF: Lancaster Lebanon Intermediate Unit13:

Lancaster-Lebanon Intermediate Unit 13 is the designated fiscal agent for the IU13 Title III Consortium. The fiscal agent (IU13) is responsible for:

- Ensuring that districts in the consortium fulfill their requirements listed herewith and assisting in that endeavor, upon request.
- Providing technical assistance to consortium districts through consultation, training, and coaching.
- Providing professional development opportunities and consultation on effective ELD instructional practices to consortium classroom teachers, principals, administrators, school personnel, and parents.
- Acting as the fiscal agent for the Consortium, filing the required expenditure reports, and maintaining fiscal records. The Consortium will plan to expand all Title III funds during the 2026-27 school year. If all funds are not expanded and there is carryover, IU13 will continue to serve as the fiscal agent for the Consortium until the funds are expended, for up to 12 additional months.

2. RESPONSIBILITY OF Warwick School District:

- Complete the PIMS data collection on or before the established deadline and update it as needed.
- Complete the on-line assessment ordering system.
- Ensure to designate ESL (1 or 2) teacher/s to attend the research-based professional learning opportunities provided through the Title III Grant.
- Administer the ACCESS 2.0 and WIDA Screener to all English Learners in the district.
- Provide IU13 Title III fiscal agent access to district scores for the Pennsylvania ACCESS.
- Provide a cohesive, evidence-based core program at the district level.
- Establish and utilize a system for monitoring exited students.
- Ensure regular attendance and full participation in the ELD Professional Learning Community (PLC) Meetings and the timely distribution of shared information in regard to federal, state, and/or local regulations, mandates, and updates.

- Utilize tools and materials purchased with Title III funds, such as Rosetta Stone and Imagine Learning.
- Sections 117 and 8501 of ESSA require that timely and meaningful consultation occur between the LEA and nonpublic school officials of nonpublic schools within the LEA's geographical boundaries prior to any decision that affects the opportunities of eligible nonpublic school children, teachers, and other educational personnel to participate in programs under this act and shall continue throughout the implementation and assessment of activities under these sections.
- The individual Consortium Member LEAs shall make initial contact with nonpublic schools within their geographical boundaries to determine if the latter wishes to participate in the Title III services. Consortium member LEAs maintain responsibility for the determination of eligibility for Title III services.
- Fulfill any other responsibilities pertaining to Title III by the state and federal government during the period covered by the MOU.

3. FUNDS ALLOCATION:

Warwick School District has been granted \$ 3,664.00 Title III reimbursements. The funds are to be used to purchase materials that are supplemental to core instruction. Requests for reimbursement may be submitted throughout the 2026-27 school year as you have expenses that qualify, or you can submit for your funds at the end of the year.

4. TERMS AND CONDITIONS:

4.1 Allowable Use of Title III Funds and Compliance

- Signature by LEA authorized representative as this MOU is assurance that the LEA has a compliant Core English Language Development (ELD) budget derived from local district funds.
- The Title III budget for both Limited English Proficient (LEP) and Immigrant Children and Youth (IMM) funds should reflect Title III Program activities only, and the two allocations may not be commingled.
- The use of Title III funds to purchase translation and interpreting services will be limited to activities under Title III guidelines and may not be used for Core ELD Program requirements.

4.2 Indemnification

Both parties are protected under the Commonwealth of Pennsylvania's Tort Claims Act (Act), and as such, cannot and shall not be held responsible or otherwise liable 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), which arise or may be suffered or incurred in whole or in part as a result of the acts or omissions of the indemnifying party, its agents, employees, directors, officers, affiliates, consultants, and/or contractors, and whether arising under this Agreement, to the extent permitted by law.

4.3 Force Majeure

Neither party will incur any liability to the other if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God, war or terrorism, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, a national or Commonwealth of Pennsylvania emergency, disease, plague,

epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, general strikes throughout the trade, work stoppages, accidents and freight embargos and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts. Either party orally notify the other within forty-eight (48) hours and notify in writing within five (5) days of the date on which either party becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effects on performance, (ii) state whether performance under the Agreement is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. After receipt of such notification, IU13 may elect to cancel this Agreement or to extend the time for performance as reasonably necessary to compensate for the delay

5. The person signing this Agreement on behalf of Warwick School District individually warrants that he or she has full legal power to execute this Agreement on behalf of the Warwick School District and to bind and obligate with respect to all provisions contained in this Agreement.
6. This contract cannot be modified or changed without a contract Amendment signed by both the Warwick School District and Lancaster Lebanon Intermediate Unit 13.

Dr. DmJ Schall

Lancaster-Lebanon Intermediate Unit 13

School District

09/24/2026

Date

Date