



AGREEMENT FOR TITLE I NONPUBLIC PROGRAMS AND SERVICES

This Agreement for TITLE I NONPUBLIC Services (hereinafter “Agreement”) is made this 16th day of September, 2026, by and between the **Capital Area Intermediate Unit** (hereinafter “CAIU”), a Pennsylvania Intermediate Unit organized and operating under the Public School Code of 1949, 24 P.S. § 1-101 *et seq.*, with its principal place of business at 55 Miller Street, Enola, PA 17025, and **Harrisburg School District** (hereinafter “Client”), a PUBLIC SCHOOL DISTRICT with its principal place of business at 1010 North 7th Street, Harrisburg, PA 17102.

1. Scope of Work.

1.1 CAIU agrees to provide Nonpublic Title I:

- Instructional Services
- Counseling Programs
- Family Engagement Programs
- One-on-One Tutoring Services
- Or any combination listed above.

The CAIU will provide the services to all Title I participating private schools having low-income students enrolled from the Client in accordance with ESSA requirements for Title I Nonpublic programs and services.

See Title I 2026 - 2027 Statement of Work, attached hereto and incorporated by reference hereby, for a breakdown of program and services. The parties further agree that the detailed invoices provided quarterly by the CAIU are herein incorporated by reference for the sole purpose of documenting the exact supplementary support services provided to students in Title IA participating private schools as well as Tasks and Deliverables outlined in the



Statement of Work. The incorporating of any invoices does not constitute an agreement with said invoices and/or impact the Client's ability to dispute the same pursuant to paragraph 4.

See Title I 2026 - 2027 Intent to Participate, attached hereto and incorporated by reference hereby, for a breakdown of allocation of funds.

In the event of school closures or curtailment of in-person instruction, the parties agree to negotiate in good faith to assess whether and to what extent remote, virtual services can be provided in place of the in-person services contemplated hereby. Any such services will comply with applicable Pennsylvania Department of Education remote instruction and reopening guidelines and may be updated at any time during the term of this agreement.

1.2 The services described in section 1.1 above include all labor, products, and/or tools the CAIU requires to perform the services, unless otherwise specifically stated as excluded or to be provided/performed by Client or a third party, and said services shall be referenced collectively throughout this Agreement as "work."

2. Responsibilities of the Parties.

2.1 Both parties agree to act in good faith in fulfillment of this Agreement. Neither party shall attempt to hinder or otherwise prevent the other party from fulfilling their duties as outlined herein.

2.2 CAIU shall:

- Perform the work as indicated above.
- Fulfill all financial and legal responsibilities involved in providing the instruction (salary and benefits, instructional and diagnostic materials)



- Provide the Client with the addresses of students served.
- Provide the Client with the data necessary to complete their Title I responsibilities including assessment and related data.
- Provide the Client access to the program at any time.
- Assume any other responsibilities necessary to conduct the program as intended.
- Provide the Client with data regarding performance goals reporting.
- Provide spend down report with each invoice.
- Provide a final estimated spend down for the program year no later than May 15, 2027.

2.3 Upon the terms and conditions set forth herein, the CAIU shall administer Title I funds in accordance with ESSA Equitable Services guidance.

2.4 Such programs will be secular, neutral, and non-ideological. The CAIU agrees to comply with all Title I statutory and regulatory requirements.

2.5 Client shall:

- Provide the CAIU names of private schools identified to participate in Title I programs.
- Assist the CAIU in identifying addresses of students who reside in Title I attendance areas.
- Inform the CAIU of any and all circumstances which may directly or indirectly affect the performance of this Agreement, including changes in the original funding allocation of Client or private schools identified pursuant to this Agreement.
- Notwithstanding the foregoing, Client shall not be held responsible for circumstances or changes to funding arising from actions taken by federal or state authorities beyond Client's control.



3. Cost. In consideration for the work to be provided under this Agreement, Client agrees to pay and CAIU agrees to accept, \$105/hour (One hundred five dollars per hour) up to \$439,253.00 (Four hundred thirty-nine thousand, two hundred fifty-three dollars) and is not to exceed the nonpublic equitable share funding amount the Client receives. This amount has been determined by the per-pupil allocation times the number of low-income private school children residing in the school district. The amount also includes a Family Engagement set-aside if applicable. The CAIU will include a 7.5% administrative fee on each invoice, which is inclusive of the LEA's proportional share of equitable services. Additional cost terms, if any, shall be addressed in Section 23 herein or subsequent Addenda as agreed to by both parties.

4. Invoicing and Payment. The CAIU shall invoice Client on a(n) quarterly basis for the costs incurred to provide the Services. Each invoice shall be accurate and sufficiently detailed to identify the Services provided, dates of service, personnel or resources providing the Services, hours or other units of service, applicable rates, administrative fees, and amounts due, and shall include supporting documentation reasonably requested by Client. All undisputed invoice amounts are due within forty-five (45) days of the date of Client's receipt of the invoice. Client may dispute any invoice, in whole or in part, by written notice to CAIU within thirty (30) days after receipt. No late fee shall accrue on any amount disputed in good faith during period of the dispute, and the applicable payment and late-fee periods shall be tolled until the dispute is resolved, CAIU reserves the right to impose a two percent (2%) late fee for every thirty (30) days past the forty-five (45) days that an adjusted payment is late. Additional Invoicing and Payment terms, if any, shall be addressed in Attachment 1 or subsequent Addenda as agreed to by both parties.

5. Term and Renewal.

5.1 The term of this Agreement shall commence August 15, 2026, and shall terminate effective August 31, 2027, unless otherwise agreed upon in writing.

6. Notice.

6.1 All notice to, contact with, or any provision of information relevant or pertaining to this Agreement shall be directed to the CAIU as follows:



Contact Name: Lisa Klingler

Address: 55 Miller Street, Enola, PA 17025

Phone: 717-732-8400

Email: lklingler@caiu.org

6.2 All notice to, contact with, or any provision of information relevant or pertaining to this Agreement shall be directed to the Client as follows:

Client Contact:

Name: Dr. Marisol Craig

Address: 1010 North 7th Street, Harrisburg, PA 17102

Phone: 717-703-4346

Email: mcraig@hbgsd.us

7. Mutual Release from Liability.

7.1 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.

8. Mutual Indemnification.



8.1 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 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 negligent or willful acts or omissions of the indemnifying party, its agents, employees, directors, officers, affiliates, consultants, and/or contractors, arising under this Agreement.

8.2 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.

9. Insurance Coverage.

9.1 The CAIU warrants it has in place insurance policies with the following minimum coverage levels: general liability insurance - \$1,000,000 per occurrence /\$3,000,000 aggregate; errors and omissions insurance - \$1,000,000 per occurrence/\$1,000,000 aggregate; Workers Compensation (statutory limits); employer's liability insurance - \$1,000,000 per accident/\$1,000,000 policy/\$1,000,000 per employee; sexual abuse/molestation coverage \$1,000,000 per occurrence/\$1,000,000 aggregate. Upon written request, the CAIU shall provide Client with a copy of its certificate of insurance, and name Client as an additional insured on its general liability policy.



9.2 To the extent required by law, the Client 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 CAIU be responsible for any liability incurred by Client as a result of Client not carrying said insurance and Client shall not be required to name CAIU as an additional insured.

10. Limitation of Relationships. 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 CAIU and Client. CAIU and Client 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.

11. Confidentiality.

11.1 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.

11.2 CAIU and Client 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 CAIU and Client. 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.

11.3 Notwithstanding the above, both parties are public governmental entities subject to public disclosure and right-to-know laws, and this Section 11 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.

11.4 The provisions of this Section 11 and its subsection shall survive termination or expiration of the Agreement.

12. Audit. All service and billing records of the Client and CAIU related to this Agreement are subject to audit at any time by Client or its designee, by auditors performing annual fiscal or program audits, as required by the federal government, and/or the Pennsylvania Department of Education, and/or the CAIU as required by a third party.

13. Severance; Full Force and Effect.

13.1 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.

13.2 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.

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.

14. Governing Law and Venue.



14.1 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.

14.2 The parties hereby irrevocably consent to and agree that jurisdiction and venue for all disputes arising under this Agreement shall lie exclusively with the state and federal courts for Dauphin County, Pennsylvania and the Middle District of Pennsylvania.

15. Non-Discrimination. The parties agree 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 either party because of race, color, religious creed, ancestry, national origin, sex, age, sexual orientation, or handicap.

16. Compliance with Law and Policy. 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.

17. Clearances. As a Pennsylvania education agency, the CAIU 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 CAIU staff members and independent consultants who may be assigned to work with Client 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 Client, the CAIU will provide a copy of all clearances *to its employee(s) and consultants* who are providing work to the Client and the employee or consultant will present them to the Client; alternatively, upon the Client's written request the CAIU shall provide those clearances directly to the Client.



18. Termination.

18.1 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.

18.2 Upon termination by the Client, all work shall stop and payment for all work completed to date shall be immediately due and payable to the CAIU.

18.3 Upon termination by CAIU, CAIU shall continue to provide the Services through the effective date of termination and shall cooperate with Client or its designee in transitioning the Services.

19. Damages. In addition to termination and any other rights provided hereunder, each party has the right to seek any remedy available to it in equity or in law, whether monetary or injunctive relief.

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

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

22. Entire Agreement and Modification.

22.1 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.



22.2 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*, *et 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.

22.3 Any and all Addenda shall be considered incorporated as a valid term of this Agreement.

22.4 It is specifically understood and agreed that every Addendum must be separately negotiated and shall be agreed upon, in writing, by both parties.

22.5 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.

23. Additional Terms and Conditions Specific to this Agreement.

23.1 The Client and CAIU agree to pool funds received pursuant to Title I for instruction in the private schools. The pooled funds are used to serve the private school students most at risk who reside in participating public school attendance areas regardless of the amount of funds that were generated based on the number of children from low-income families attending that private school.

23.2 An additional 2% was added to the cost to allow for any increase in the per pupil amount if the LEA completes a funding adjustment or addendum within their sub-grant application.

By signing below, each person represents he/she has the authority to execute this Agreement on behalf of his/her respective party and freely enters into this Agreement with the intent to be bound hereby as of the date first set forth above.



CAPITAL AREA INTERMEDIATE UNIT

HARRISBURG SCHOOL DISTRICT

Authorized Signature

Authorized Signature

Dr. Andria Saia

Printed Name

Printed Name

Executive Director

Title

Title



Statement of Work

Client: Harrisburg School District [School District]

Project: Title I, Part A Support Services in CAIU Nonpublic Schools

Effective Date: August 15, 2026 – August 31, 2027

Purpose

Capital Area Intermediate Unit 15 will provide supplementary support services to Title IA participating nonpublic schools having low-income students enrolled from the School District. This service will provide equitable services as outlined in Every Students Succeeds Act (ESSA), to eligible nonpublic school children residing in participating Title I public school attendance areas.

Scope

Supplementary services in the nonpublic schools will be provided by staff who fulfill Pennsylvania Department of Education (PDE)'s state certification and licensure requirements.

The CAIU will send the School District quarterly updates on students who receive services within their attendance area.

Tasks Conducted by CAIU

- Instructional services in reading, math, English Language Development (ELD), and/or one-on-one tutoring
 - Sessions held at least two times per week for 30 minutes per student
 - Review of nonpublic schools' referrals of potential educationally disadvantaged students (Multiple criteria: Standardized test scores, benchmark assessments, screening tools, teacher referral, and/or administrator referral)
 - Benchmark assessment reporting to families at least two times per year using *Acadience* or *FastBridge Assessments*
 - Student scheduling
 - Progress monitoring and progress reporting as requested
- Counseling programs as needed or requested
 - Provide classroom counseling services in the form of classroom-based lessons when eligible students are identified and services are determined to be appropriate
- Family Engagement Programming
 - Family Engagement Consultant to build partnerships between families and educators
 - At least one Family Engagement night offered to all students
 - School/Family/Student Compacts
 - Annual Family Engagement Survey
 - Follow any additional compliance requirements as applicable



- Performance goal progress
- Annual educator effectiveness evaluation of CAIU staff
- Annual curriculum and assessment plan review
- Technical assistance with federal program monitoring
- Coordination with Pennsylvania Act 89 services
- Coordination with other federal programs, if applicable

Deliverables

- Quarterly documentation of services rendered
- Itemized invoices detailing service activities and amount of service
- Student progress and assessment results after each benchmark
- End of year report to each LEA with Nonpublic Performance Goal outcomes, Title I Program Review from each nonpublic school, Title I Student Roster, and Parent Survey Results

Performance Goals

Nonpublic Performance Goals 2026-2027

Title IA Reading/Math Performance Goal- Capital Area Intermediate Unit	
Target Date	End of 2026-2027 School-Year
Goal Type	Title IA – Nonpublic Program Outcome Goal
Audience	Nonpublic students from Harrisburg School District identified as being educationally disadvantaged
Behavior	50% of students receiving Title I services at each participating nonpublic school will show expected results
Condition	Results will be assessed after the spring 2027 Acadience (K-6) or FastBridge (712) benchmark, only if the student has at least two data points.
Degree	Students will demonstrate at least typical growth (using Pathways of Progress in Acadience or at least 95% growth when comparing Attained Rate of Improvement (ROI) to Target ROI in FastBridge).
Goal Statement	50% of nonpublic students receiving Title I instructional services will demonstrate typical or better growth in Acadience or Fastbridge, based on at least two benchmark data points.



Title IA Counseling Performance Goal- Capital Area Intermediate Unit	
Target Date	End of 2026-2027 School-Year
Goal Type	Title IA – Nonpublic Program Goal
Audience	Nonpublic students receiving guidance classroom lessons
Behavior	An increase in referrals will be obtained based on satisfaction of services and understanding of counseling outcomes
Condition	Results will be assessed May 1, 2027
Degree	Teacher referrals will increase by 10%
Goal Statement	By May 2027, 85% of students participating in Title I school counseling classroom lessons on self-regulation will demonstrate improved self-management skills, as measured by pre/post lesson surveys.

Respectfully Submitted,

Lisa Klingler

Supervisor of Nonpublic & ELD School Services