



AGREEMENT FOR TITLE IIA NONPUBLIC PROGRAMS AND SERVICES

This Agreement for TITLE IIA NONPUBLIC Services (hereinafter “Agreement”) is made this 16th day of September, 2026, 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 IIA PROFESSIONAL DEVELOPMENT services as follows:

The CAIU will provide Professional Development services in accordance with ESSA Nonpublic requirements for Title IIA Nonpublic programs and services. Such services will be secular, neutral, and non-ideological. The CAIU agrees to comply with all Title IIA statutory and regulatory requirements.

The CAIU will provide the services contemplated by the Title IIA 2026-2027 Statement of Work, to all Title IIA participating nonpublic schools located within the boundaries of the Client.

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

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:

- Provide services and perform work as outlined in the attached Statement of Work.
- Fulfill all financial and legal responsibilities involved in providing professional development services.
- Fulfill any other responsibilities necessary to conduct the program as intended.
- Provide the Client with the data necessary to complete their Title IIA nonpublic responsibilities.
- Provide the Client access to the services in accordance with the terms of this Agreement.
- Provide the Client with data regarding performance goals reporting.
- Provide spend down reports with each invoice.
- Provide a final estimated spend down for the program year no later than May 15, 2027.

2.3 Client shall:

- 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 to the Client or any nonpublic schools receiving services 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 up to, **\$92,037.31** (Ninety-two thousand,



thirty-seven dollars and thirty-one cents) in fulfillment of this Agreement. This amount has been determined by the per-pupil allocation times the number of low-income private school children attending nonpublic schools within the school district. 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 the Client on a quarterly basis for the costs incurred to provide the Services up to the total cost in Section 3, above, plus any additional costs addressed in Section 23 or subsequent Addenda. Each invoice shall be accurate and sufficiently detailed to identify the Services provided, dates of service, personnel or resources providing the Service, hours, or other units of service, applicable rates, administrative fees and amounts due and shall include supporting documentation reasonably requested by the Client. All undisputed invoice amounts are due within forty-five (45) days of the date of the 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 the period of 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, provided that Client shall not be assessed late fees if the delay in payment is caused by delays in the disbursement of federal or state funding. 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 x8041

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 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.

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 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 CAIU shall provide Client with a copy of its certificate of insurance. Upon written request, the CAIU shall 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.

13.3 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, 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 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 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

19. Damages. In addition to termination and any other rights provided hereunder, both parties have the right to seek any remedy available to them 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*, *etc.* 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 a revised price 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 assures the CAIU that all meaningful consultation between the Client and the nonpublic schools needed to facilitate this Agreement has been completed prior to the effective date of this Agreement.

23.2 The Client and the CAIU acknowledge that it may be necessary to modify this Agreement if there are updates as a result of ESSA during the performance period of the contract.

23.3 The parties agree that any Title IIA funds leftover upon the termination of this Agreement shall be pooled and made available to the nonpublic schools listed pursuant to this Agreement on a first-come, first-serve basis, or as required by need.

23.4 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

Authorized Signature

Dr. Andria Saia

Printed Name

Executive Director

Title

HARRISBURG SCHOOL DISTRICT

Authorized Signature

Printed Name

Title



Statement of Work

Client: Harrisburg School District [School District]

Project: Title II, Part A Nonpublic Teacher and Principal Training and Recruiting

Effective Date: August 15, 2026

Scope of Services

The Capital Area Intermediate Unit (CAIU) will administer Title II, Part A equitable services on behalf of Client for eligible nonpublic schools located within the District's attendance boundaries. Services will be provided in accordance with the Elementary and Secondary Education Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), applicable federal guidance, and the results of timely and meaningful consultation with participating nonpublic schools.

Services Provided by CAIU

CAIU will:

- Conduct annual consultation with participating nonpublic schools regarding the design and implementation of Title II, Part A equitable services.
- Support participating nonpublic schools in identifying professional learning needs and developing professional development plans.
- Review and approve professional development requests to ensure activities meet Title II, Part A requirements and applicable ESSA evidence-based standards.
- Coordinate, procure, and pay approved vendors, consultants, presenters, and service providers in accordance with federal procurement requirements.
- Maintain programmatic and fiscal records necessary to demonstrate compliance with federal equitable services requirements.
- Collect and review documentation related to participation, implementation, and effectiveness of approved activities.
- Provide technical assistance and program guidance to participating nonpublic schools.
- Prepare and maintain documentation required for state and federal monitoring activities.
- Evaluate the effectiveness of funded services using participant feedback, attendance records, implementation evidence, and alignment to identified professional development goals.



- Provide participating nonpublic schools with quarterly expenditure reports, including remaining allocation balances.
- Communicate available CAIU-sponsored professional development opportunities and other approved Title II, Part A service options.

Service Parameters and Fiscal Requirements

All Title II, Part A equitable services funded under this Statement of Work must comply with applicable federal fiscal requirements and cost principles. Expenditures must be reasonable, necessary, allocable, and allowable under Title II, Part A and directly support the professional growth and effectiveness of teachers, paraprofessionals, principals, and other school leaders.

All professional development activities must:

- Align with the participating nonpublic school's identified professional learning needs and professional development plan.
- Support the purposes of Title II, Part A.
- Be secular, neutral, and nonideological.
- Comply with applicable ESSA evidence-based requirements, when applicable.

Funding requests may be approved, partially approved, or denied based on available equitable services funding, consultation outcomes, federal requirements, and the reasonableness and educational value of the proposed activity.

Tuition Reimbursement Parameters

Tuition reimbursement for college coursework shall be provided only after the participating nonpublic school's contractual obligation for tuition assistance has been satisfied.

Reimbursement rates shall not exceed:

- \$322 per undergraduate credit (2026–2027 rate), equivalent to the undergraduate per-credit rate charged by the Pennsylvania State System of Higher Education at the time coursework is completed.
- \$650 per graduate credit.

Reimbursement is generally limited to twelve (12) credits per participant per calendar year. Exceptions may be approved by CAIU, in consultation with the District, when special circumstances warrant additional coursework.



Additional eligibility requirements, documentation requirements, reimbursement procedures, and timelines shall be governed by the CAIU Title II, Part A [Terms and Conditions](#) for Accessing Equitable Services.

Respectfully Submitted,

Lisa Klingler
Supervisor of Nonpublic School Services



Harrisburg School District

TITLE IIA CONSORTIUM INFORMATION 2026-2027/INTENT TO PARTICIPATE

TITLE IIA NONPUBLIC FUNDS

List all nonpublic school(s) to be served during the 2026-2027 school year, and Title IIA allocation for each school.

Private School Name	Title IIA Allocation
Al-Huda	10,155.78
Al-Sabereen	4,187.03
Harrisburg Catholic	18,886.19
Joshua Learning Center	1,247.20
Logos School	3,207.09
St. Stephens Episcopal	7,215.95
The Nativity School	5,256.06
The Silver Academy	5,166.98

Nonpublic Title IIA Allocation for 2026-2027: \$55,322.28

Will you be carrying over Title II funds from 2025-2026? If so, how much? \$25-26 Title II

carryover-34,910.38

District Contact Person: Dr. Marisol Craig, Assistant Superintendent

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

Telephone Number: 717-703-4346

Email Address: mcraig@hbgsd.us