



AGREEMENT FOR TITLE IIIA NONPUBLIC PROGRAMS AND SERVICES

This Agreement for TITLE IIIA NONPUBLIC Programs and Services (“Agreement”) is made this 16th day of September, 2026, by and between the Capital Area Intermediate Unit (“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** (“Client” or “School District”), a Pennsylvania 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 IIIA PROGRAMS AND SERVICES FOR LANGUAGE INSTRUCTION FOR LIMITED ENGLISH PROFICIENT AND IMMIGRANT STUDENTS as follows:

The CAIU will provide the following services to all Title IIIA participating nonpublic schools located within the boundaries of the Client, in accordance with the Title IIIA Statement of Work attached hereto and incorporated by reference hereby:

- *Consult with nonpublic staff on English Language Development (ELD) curriculum, English Learner (EL) instruction, EL assessment, and professional development needs.*
- *Provide technical assistance to families in developing the skills needed to establish and function effectively in a working relationship between home, school, and community.*
- *Provide data analysis assistance, selected supplemental instructional resources, supplemental services and activities, and coaching.*
- *Maintain fiscal records related to the Title IIIA grant.*

- *Disburse services in an equitable manner, in accordance with the purpose and regulation of Title IIIA.*
- *Design and deliver professional development to advance understanding and implementation pertinent to methods and materials appropriate to various levels of instruction for English Learners.*
- *Oversee, implement, and facilitate aspects of ELD activities to ensure alignment to Title IIIA law and requirements.*

See Title IIIA Nonpublic 2026-27 Intent to Participate, attached hereto as Exhibit “A” 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:

- Perform the work as indicated above.
- Fulfill all financial and legal responsibilities involved in providing the services (salary and benefits, instructional and supplemental materials)
- Provide the Client with the data necessary to complete their Title IIIA responsibilities including program goals and outcomes.
- 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 reports with each invoice.
- Provide a final estimated spend down for the program year no later than May 15, 2027.

2.3 Client shall:

- Provide the CAIU names of private schools identified to participate in Title IIIA Grant.
- 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 action taken by federal or state authorities beyond Client's control.

2.4 Upon the terms and conditions set forth herein, the School District requests that the CAIU administer Title IIIA funds in accordance with ESSA Nonpublic requirements for Title IIIA PROGRAMS AND SERVICES FOR LANGUAGE INSTRUCTION FOR LIMITED ENGLISH PROFICIENT AND IMMIGRANT STUDENTS at: Al-Huda School, Al-Sabereen School, Harrisburg Catholic Elementary School, Joshua Learning Center, Logos Academy, Silver Academy, and St. Stephen's Episcopal School.

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

3. **Cost.** This amount has been determined by the per-pupil allocation times the number of English Learners (ELs). In consideration for the work to be provided under this Agreement, Client agrees to pay and CAIU agrees to accept, \$120/hour (One hundred twenty dollars per hour) up to \$18,398.80 (Eighteen thousand, three hundred ninety-eight dollars and eighty cents) and is not to exceed the nonpublic equitable share funding amount the Client receives. 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 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 the 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, 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

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 x8401

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, 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.

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, 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, CAUI 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 Modifications.

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 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 assures the CAIU that all meaningful consultation between the Client and the nonpublic schools needed to set up 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 because of ESSA funding during the performance period of the Agreement.

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

23.4 An additional 2% was added to the cost of work 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

Dr. Andria Saia

Printed Name

Executive Director

Title

Authorized Signature

Printed Name

Title

Harrisburg School District

TITLE IIIA NONPUBLIC SERVICES 2026-2027/INTENT TO PARTICIPATE

TITLE IIIA NONPUBLIC FUNDS

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

Private School Name	Number of Eligible Students
Al Huda	16
Al Sabereen	10
Joshua Learning Center	11
Harrisburg Catholic School	26
Logos Academy	6
St. Stephens Episcopal	4
The Silver Academy	10

Per pupil Title IIIA Allocation for 2026-2027:

\$158.68

Nonpublic Title IIIA Allocation for 2026-2027:

\$ 13,170.44

Will you be carrying over Title III funds from 2025-2026? If so, how much?

Yes from 2025-2026

\$ 4,867.60

☐ Check the box if ELs have met the definition of an EL under ESEA Section 8101(20)

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