

ATTACHMENT #3 - August 6, 2024

LETTER OF AGREEMENT FOR TITLE I SERVICES

School District: **Warwick School District**

Lancaster-Lebanon Intermediate Unit 13 (IU13) offers the following services under a shared services approach to all Title I nonpublic schools (NP) having low-income students enrolled in a Lancaster or Lebanon County School District participating in the IU13 Title I Nonpublic School Services Consortium. IU13 believes the district consortium is the single source in the region for providing these bundled services to member districts. Moreover, IU13 believes that the provisions of these services through a regional consortium approach is consistent with the intent of PA School Code to Section 901-A, that established Intermediate Units where each school district of the Commonwealth was assigned to an intermediate unit and entitled to the services in accordance with the program of services adopted by the intermediate unit board of directors.

Note: OM B's Uniform Guidance (UG) procurement standards require school districts to use one of five methods of procurement based on the dollar threshold of the purchase. In certain circumstances, a noncompetitive or sole source method may be appropriate. A district must determine on a case-by-case basis if a vendor is a sole source by following its own procurement policies and procedures. If a district does not find the services meet sole source requirements, then the district will need to ask the IU13 to submit a quote, bid, etc. in line with the district's procurement policies and procedures. Consultation with the district's solicitor may be appropriate.

Type of Services Delivered (services offered include):

Each member's share of the costs of the IU13 Title I Nonpublic School Services Consortium will be up to 100% of a district's Title I nonpublic school allocation. These services will include all of the following services. Please note that services in addition to direct instruction will not limit Title I services for students.

- Review of referred students from NP schools of potential educationally disadvantaged students (Multiple criteria: Standardized test scores, benchmark and diagnostic assessments, teacher referral, and classroom performance)
- Initial screening and assessment of potential educationally disadvantaged students
- Parental permission process
- Benchmark assessments and stakeholder reporting two or three times per year (Acadience Reading and Math, easyCBM, Gates-MacGinitie) in collaboration with NP school personnel
- Data analysis with individual teachers at school level
- Student scheduling (in collaboration/coordination with NP school personnel)
- Instructional services in reading and math (during school hours, as determined through collaboration/coordination with NP school personnel)
- Standards based instruction
- Collaboration with classroom teachers by modeling, co-teaching, and coaching
- Progress monitoring and progress reporting as requested
- Professional development at school level and IU level
- Parent and family engagement activities including: NP School Title I Parent and Family Engagement Policy, School/Parent Compacts (for school, parent, and student), Annual Family Fun Night, IU13 Federal Programs Parent Conference
- Performance goal progress and data analysis
- Annual program evaluation and reporting to all stakeholders based on student improvement, as requested

- Annual educator effectiveness evaluation of instructional staff
- Appropriately certificated instructional staff
- Nonpublic school visitation coordination and documentation
- Annual assessment and intervention plan review and revision
- Technical assistance with federal program monitoring
- Assistance with Title I subgrant application in eGrants - provide necessary information to complete the "Nonpublic School Organization" section in eGrants
- Coordination with Pennsylvania Act 89 services
- Coordination with other federal programs, whenever possible

The cost of the above-mentioned Title I services is the Title I amount generated by e-grants for services to the district's nonpublic students. Costs are reconciled annually and based on actual costs incurred. No indirect or administration costs are included.

Terms and Conditions

1. TERM

The term of this Agreement shall commence on **August 15, 2024** and terminate on **August 30, 2025**. This contract will be for (circle length of agreement) **1 year** or 3 years. This agreement will be reviewed annually and can be terminated with or without cause by either party upon thirty (30) days written notice. Payment for any services provided up to the date of termination will be due and payable within 30 days.

2. DESCRIPTION

Upon the terms and conditions set forth herein, the above-named district (School District) requests that Lancaster-Lebanon Intermediate Unit 13 (IU13) provide reading and math instructional services in accordance with the **responsibilities listed in section 5**. Such services will be secular, neutral, and non-ideological.

IU13 agrees to comply with all Title I statutory and regulatory requirements.

School District and IU13 agree to use Title I funds for instruction at the nonpublic schools listed in this agreement. The IU13 agrees to provide Title I services to eligible students who reside in participating public school attendance areas regardless of the amount of funds generated by the number of children from low-income families attending the nonpublic schools listed in this agreement.

District requests that IU13 provide Parental Involvement and Professional Development in accordance with Title I at the nonpublic schools listed in this agreement.

3. FEES AND PAYMENT

In consideration of the services mutually agreed upon as described herein, School District shall pay IU13 up to the amounts described in the chart below as generated by grants for services to the district's nonpublic students in eligible attendance areas.

Frequency of Payment

Payment shall be made to IU13 upon completion/delivery of services/materials and submission of an invoice in December and June. School District may withhold payment if IU13 does not comply with all statutory and regulatory requirements of Title I. School District's payment must be received by IU13 within 30 days of receiving the invoice.

Breakdown of Costs

There are no administrative costs. See Exhibit A attached.

These numbers can be found in the Nonpublic section of your eGrant.	Nonpublic Per Pupil Amount:	1,146.75
	Total Nonpublic Instruction Amount:	13,761.00
	Total Nonpublic Share of Parent Involvement Set Asides:	0.00
	Total Nonpublic Share of Professional Development Set Asides:	0.00
	Total Nonpublic Low Income Funds (Total Instruction Amount + Set asides):	13,761.00

School District agrees to provide IU13 with the final Title I allocation for the 2024-2025 school year for the nonpublic schools listed in this agreement by April 15, 2025. School District and IU13 acknowledge that an increase or decrease in funds from the preliminary allocation may increase or decrease the services outlined in this Agreement.

4. STUDENT INFORMATION

Please list all the buildings within your district that are considered Public Title I buildings (even if there is no money being driven from that building by nonpublic low-income students). Also list the full range of grades for that building (even if they are not all Title I grades under district Title I).

Public Title I Building	Grades within Public School Building
Bonfield Elementary	K-6
Lititz Elementary	K-6

Please list the Nonpublic schools that replied saying they would like to participate in Title I (even if they do not have economically disadvantaged students driving funds). If the Nonpublic school has economically disadvantaged students driving funds for services, please list the number of students.

Nonpublic School	Number of Students
St. John Neumann	6
Lititz Area Mennonite School	7
Lancaster Mennonite School	
Our Mother of Perpetual Help	
Lancaster County Christian School	
Lititz Christian School	

5. RESPONSIBILITIES

Responsibilities are outlined below for IU13 and the School District:

IU13 maintains responsibility for:

- a. Providing School District with addresses of students qualifying for academic support;
- b. Delivery of reading and math services:
Minimum of 2 times per week and a minimum of 15 minutes per session;
- c. Tracking and reporting of performance goal: one time per year, provided to School District by the end of the year;
 - a. 80% of students will improve on the Acadience Reading composite score, grades K-6.
 - b. 80% of students will improve on the Acadience Reading, grades 7-8.

- c. 80% of students will maintain or improve their category on the Gates MacGinitie, grades 9-12.
- d. 80% of students will improve on Acadience Math composite score, grades K-6.
- e. 80% of students will improve on easyCBM composite score, grades 7-8.
- d. Annual consultation/visits with nonpublic schools regarding program and services

School District maintains responsibility for:

- a. Providing IU13 with the names of nonpublic schools identified to participate in Title I;
- b. Assisting IU13 in identifying and qualifying addresses of students who reside in Title I attendance areas;
- c. Informing IU13 of any and all circumstances which may directly or indirectly affect the performance of this Agreement, including changes to the original funding allocation.
- d. Monitoring and Evaluation: Complaint procedure and communication with the nonpublic Administrators

School District assures IU13 that all meaningful consultation between the District and the nonpublic schools listed in this agreement, needed to set up this agreement, has been completed prior to the effective date of this agreement.

School District and IU13 acknowledge that it may be necessary to modify this Agreement if there is a reauthorization of ESSA during the performance period of the contract.

6. MISCELLANEOUS

IU13 maintains and keeps in force such insurance as Workers Compensation, Liability, and Property Damage.

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.

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 shall orally notify each other within forty-eight (48) hours and notify in writing within five (5) days of the date on which both parties become 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, either party may elect to cancel this Agreement, or to extend the time for performance as reasonably necessary to compensate for the delay.

IU13 Point of Contact:

Dr. Raluca Snyder

Federal Programs Administrator Phone: (717) 947-1984

SIGNATURES

School District: WARWICK

By: _____

Date: _____

Name: _____

Title: _____

Lancaster-Lebanon Intermediate Unit 13

By: _____

Date: _____

Name: _____

Title: _____



Exhibit A

Date: May 30, 2024

To: Superintendents, Business Managers and Special Education Administrators

From: Gina L. Brillhart, Assistant to the Executive Director - CFO
Christine Skrodinsky, Accounting Supervisor

Subject: Fee Schedule for 2024-25 Regular/Special Education Services (Marketplace)

Following is a set of fee schedules for the various Educational Services that the IU will be offering during the 2024-25 school year on a marketplace basis.

Supplemental Contract Services

<u>Paraprofessional</u>	<u>Rate</u>
Part-time IU13 employee	\$25.50/hour
Full-time IU13 employee	\$45.75/hour
<u>Interpreter</u>	
Part-Time IU13 employee	\$51.00/hour
<u>Teacher/Direct Instruction</u>	
Part-time IU13 employee	\$82.00/hour
Full-time IU13 employee	\$96.00/hour
Reading/Math Specialists	\$100.00/hour
ESL Teacher	\$110.00/hour
<u>Social Worker</u>	
Full-time IU13 employee	\$95.00/hour
<u>Psychologist</u>	
Full-time IU13 employee	\$98.00/hour
<u>Counselor</u>	
Full-time IU13 employee	\$105.00/hour
<u>Special Education Consultant</u>	
Full-time IU13 employee	\$98.00/hour
<u>BCBA</u>	
Full-time IU13 employee	\$92.00/hour

Other Contracted Services

<u>Service</u>	<u>Rate</u>
Speech Language Itinerant Services	\$138.50/hour
OT/PT Itinerant Services	\$138.50/hour
Job Training Services – District operated classes	\$405.00/day

Additional “Fee-for-Service” Services

<u>Service</u>	<u>Rate</u>
Feeding Team	\$1,425.00/student
Title I Consultation	\$100.00/hour