

## LETTER OF AGREEMENT FOR TITLE I SERVICES

This Agreement is made and entered into the Thirtieth day of August, 2016, by and between **Manheim Township School District** and Lancaster-Lebanon IU13.

### 1. TERM

The term of this Agreement shall commence on August 1, 2016, and terminate on June 30, 2017.

### 2. DESCRIPTION

Upon the terms and conditions set forth herein, Manheim Township School District requests that Lancaster-Lebanon IU13 provide reading and math instructional services in accordance with the Title I program at Lancaster Catholic High School, Resurrection Catholic School, St. Leo the Great School, Lancaster Mennoite School, and Lititz Area Mennonite School. Such services will be secular, neutral and non-ideological.

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

Manheim Township School District and Lancaster-Lebanon IU13 agree to pool Title I funds for instruction at Lancaster Catholic High School, Resurrection Catholic School, St. Leo the Great School, Lancaster Mennoite School, and Lititz Area Mennonite School 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 Lancaster Catholic High School, Resurrection Catholic School, St. Leo the Great School, Lancaster Mennoite School, and Lititz Area Mennonite School.

Manheim Township School District requests that Lancaster-Lebanon IU13 provide Parental Involvement in accordance with Title I at Lancaster Catholic High School, Resurrection Catholic School, St. Leo the Great School, Lancaster Mennoite School, and Lititz Area Mennonite School.

Manheim Township School District requests that Lancaster-Lebanon IU13 provide Professional Development for the teachers at Lancaster Catholic High School, Resurrection Catholic School, St. Leo the Great School, Lancaster Mennoite School, and Lititz Area Mennonite School in accordance with Title I.

Manheim Township School District requests that Lancaster-Lebanon IU13 provide Summer School for eligible students at Lancaster Catholic High School, Resurrection Catholic School, St. Leo the Great School, Lancaster Mennoite School, and Lititz Area Mennonite School in accordance with Title I.

### 3. FEES AND PAYMENT

In consideration of the services mutually agreed upon as described herein, Manheim Township School District shall pay Lancaster-Lebanon IU13 up to **\$12,287.11** for **Instructional Services** as determined by their per-pupil allocation times the number of low-income nonpublic school students living in eligible attendance areas.

In consideration of the **Parent Involvement** services mutually agreed upon as described herein, Manheim Township School District shall pay Lancaster-Lebanon IU13 **\$162.00**.

In consideration of the **Professional Development** services mutually agreed upon as described herein, Manheim Township School District shall pay Lancaster-Lebanon IU13 **\$3,214.00**.

In consideration of the **Summer School** services mutually agreed upon as described herein, Manheim Township School District shall pay Lancaster-Lebanon IU13 **\$0.00**.

Lancaster-Lebanon IU13 will provide an invoice to Manheim Township School District in June. Manheim Township School District may withhold payment if Lancaster-Lebanon IU13 does not comply with all statutory and regulatory requirements of Title I. Manheim Township School District's payment must be received by Lancaster-Lebanon IU13 within 30 days of receiving the invoice.

Lancaster-Lebanon IU13 acknowledges that the allocations reflected in this agreement are preliminary and that final allocations will be available after November 30. Manheim Township School District agrees to provide Lancaster-Lebanon IU13 with the final Title I allocation for the 2016-2017 school year for Lancaster Catholic High School, Resurrection Catholic School, St. Leo the Great School, Lancaster Mennoite School, and Lititz Area Mennonite School by March 1, 2017. Manheim Township School District and Lancaster-Lebanon IU13 acknowledge that an increase or decrease in funds from the preliminary allocation may increase or decrease the services outlined in this Agreement.

#### **4. RESPONSIBILITIES**

- a. Manheim Township School District and Lancaster-Lebanon IU13 agree that responsibility for providing the Title I program transfers from Manheim Township School District to Lancaster-Lebanon IU13 upon the effective date of this Agreement.
- b. Responsibilities are outlined in the 2016-2017 program plan.

Manheim Township School District maintains responsibility for:

- a. Providing Lancaster-Lebanon IU13 with the names of nonpublic schools identified to participate in Title I
- b. Assisting Lancaster-Lebanon IU13 in identifying addresses of students who reside in Title I attendance areas
- c. Informing Lancaster-Lebanon IU13 of any and all circumstances which may directly or indirectly affect the performance of this Agreement, including changes to the original funding allocation.

Manheim Township School District assures Lancaster-Lebanon IU13 that all meaningful consultation between Manheim Township School District, Lancaster Catholic High School, Resurrection Catholic School, St. Leo the Great School, Lancaster Mennoite School, and Lititz Area Mennonite School needed to set up this agreement has been completed prior to the effective date of this agreement.

Manheim Township School District and Lancaster-Lebanon IU13 acknowledge that it may be necessary to modify this Agreement if there is a reauthorization of ESEA during the performance period of the contract.

#### **5. MISCELLANEOUS**

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

Lancaster-Lebanon IU13 and the School District each shall indemnify, defend, and hold harmless the other, and their directors, officers, officials, employees and agents, from any and all losses, damages, costs, claims, demands, suits or actions of any nature whatsoever, including (without limitation) reasonable attorneys' fees and expenses, arising from the negligent or wrongful acts or omissions of the indemnifying party (or its directors, officers, officials, employees or agents), except to the extent caused by the party to be indemnified (or its directors, officers, officials, employees or agents). Notwithstanding the foregoing, nothing in this Agreement shall be deemed a direct or indirect waiver of or limitation to any sovereign or governmental immunity, in any respect, applicable to Lancaster-Lebanon IU13 or the School District (including, without limitation, under the Pennsylvania Political Subdivision Tort Claims Act) or impose liability, directly or indirectly, on Lancaster-Lebanon IU13 or the School District from which it would otherwise be immune under applicable law.

Signatures:

**Manheim Township School District**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Lancaster-Lebanon IU13**

By: Keith R. Earle  
Name: Keith R. Earle  
Title: Program Director

Date: 8/31/16

By: Dr. Raluca Snyder  
Dr. Raluca Snyder  
Title: Supervisor of Instructional Programs  
Title I Administrator

Date: 8.30.16