



Carbon Lehigh Intermediate Unit #21

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6-20-16*

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LETTER OF AGREEMENT
Between
SOUTHERN LEHIGH SCHOOL DISTRICT
And
THE CARBON LEHIGH INTERMEDIATE UNIT #21

This agreement is made and entered into as of the 15th day of June 2016, by and between the **Southern Lehigh School District** (hereinafter referred to as the "School District") and the **CARBON LEHIGH INTERMEDIATE UNIT #21** (hereinafter referred to as the "CLIU #21") for the provision of remedial instructional services to students in Non Public schools in accordance with Federal Title I allocations.

1. **TERM**

The Term of this Agreement shall commence on the first day and terminate on the last day of instruction for Non Public school students for the 2016-2017 school year.

2. **DESCRIPTION**

Upon the terms and conditions set forth herein, the School District requests that the CLIU #21 provide remedial reading and/or math instructional services in accordance with the Title I Remedial Programs at **St. Michael the Archangel in Coopersburg**.

The School District and the CLIU #21 agree to pool funds for instruction in the Non Public schools. The pooled funds are used to serve the Non Public school students most at risk who reside in participating public school attendance areas regardless of the amount of funds that was generated based on the number of children from low-income families attending that Non Public school.

3. **FEES AND PAYMENT**

3.1 In consideration of the services mutually agreed upon as described herein, the School District shall pay the CLIU #21 the amount of its allocation as determined by their per-pupil allocation times the number of low-income Non Public school children.

3.2 The School District agrees to provide CLIU #21 notice of the final allocation for the 2016-2017 school year within 10 days of receiving the final allocation. The CLIU #21 will invoice the School District within 30 days of receiving the final

allocation. The School District may withhold payment if CLIU #21 does not comply with all statutory and regulatory requirements of Title I.

The School District and CLIU #21 acknowledge that an increase or decrease in funds from preliminary allocation may increase or decrease the services outlined in this Agreement.

4. CLIU #21 RESPONSIBILITIES

- 4.1 To provide instructional services by a certified reading specialist, as required by Title I.
- 4.2 To use appropriate evaluative testing/screening procedures and materials.
- 4.3 To follow the School District local assessment plan for Title I students whenever possible.
- 4.4 To provide small group supplemental reading instruction for eligible Non Public school students.
- 4.5 To assume all financial and legal responsibilities involved in providing the instruction:
 - 4.5.1 Employ the reading specialist
 - 4.5.2 Provide reading materials, which supplement regular instruction
 - 4.5.3 Provide diagnostic testing instruments
 - 4.5.4 Supervise the instruction
 - 4.5.5 Any other responsibilities necessary to conduct the program as intended
- 4.6 To require the CLIU #21 teacher to complete the following requirements in addition to providing the weekly instructional periods:
 - 4.6.1 Conduct diagnostic and benchmark testing as needed on eligible Non Public school students
 - 4.6.2 Maintain records of assessment data, instructional activities, and attendance for students served
 - 4.6.3 Meet with parents for conferences as requested
 - 4.6.4 Provide progress report at the end of the year for each student served

4.7 To be responsible for the following:

4.7.1 Provide the School District with the names and addresses of the students served

4.7.2 Provide the School District with the data necessary to complete their Title I responsibilities including assessment data and related data.

4.7.3 Meet with Non Public school administrators a minimum of once a year to review services provided to their students

4.7.4 Provide the School District access to the student information at any time

5. **SCHOOL DISTRICT RESPONSIBILITIES**

5.1 Provide the CLIU #21 with names of Non Public schools identified to participate in Title I

5.2 Assist the CLIU #21 in identifying names and addresses of students who reside in Title I attendance areas

5.3 Inform the CLIU #21 of any and all circumstances which may directly or indirectly affect the performance of this Agreement, including charges in the original funding collection

6. **MISCELLANEOUS**


6.1 The CLIU #21 maintains and keeps in force such insurance as Workers Compensation, Liability, and Property Damage

6.2 The School District agrees to indemnify and hold harmless CLIU #21 and its officers, agents, and employees against all liability, losses, and costs imposed on CLIU #21, including attorney fees, attributable to acts or omissions of the School District arising out of the conduct and/or responsibilities to be carried out by the School District under this agreement with the understanding that nothing herein shall be construed to waive the immunities or expand the limitations on liability granted to the School District under law. The CLIU #21 agrees to indemnify and hold harmless the School District and its officers, agents, and employees against all liability, losses, and costs imposed on the School District, including attorney fees, attributable to acts or omissions of the CLIU #21 arising out of the conduct and/or responsibilities to be carried out by the CLIU #21 under this agreement with the understanding that nothing herein shall be construed to waive the immunities or expand the limitations on liability granted to the CLIU #21 under state law.

The parties have entered into this Agreement as of the Effective Date first above written:

Southern Lehigh School District

Carbon Lehigh Intermediate Unit #21

By: 
Dr. Leah M. Christman

By: _____
Elaine E. Eib, Ed.D

Title: Superintendent

Title: Executive Director CLIU #21

Date: 6-20-16

Date: _____