

INTERGOVERNMENTAL AGREEMENT
For Title I Equitable Services
Between
LEHIGHTON SCHOOL DISTRICT
And
THE CARBON LEHIGH INTERMEDIATE UNIT #21

This Intergovernmental Agreement is made and entered into as of the 25th day of August, 2026, by and between **LEHIGHTON SCHOOL DISTRICT** (hereinafter referred to as the “School District”) and the **CARBON LEHIGH INTERMEDIATE UNIT #21** (hereinafter referred to as the “CLIU #21”), for provision of the bundled remedial instructional services, as described in Section 4 of this Agreement, to School District students in Non-Public schools in accordance with Title I Equitable Services requirements and funding allocations.

1. **TERM**

This Agreement shall commence on the first day of instruction and terminate on the last day of instruction for Non-Public school students for the **2026-2027** school year.

2. **DESCRIPTION**

- 2.1 Upon the terms and conditions set forth herein, the School District requests that the CLIU #21 provide bundled remedial instructional services as per district’s request for services (chart listed below) and as described in Section 4 of this Agreement in accordance with the Title I Equitable Services requirements for its eligible students enrolled in:

Non-Public School(s)	Grade Level
St John Neuman	Reading K-5

- 2.2 The School District and the CLIU #21 agree to pool funds for Remedial Reading and Math Instructional Services in the identified Non-Public schools. The pooled funds shall be used to serve the Non-Public school students most at risk who reside in the School District attendance areas regardless of the amount of funds generated based on the number of children from low-income families attending the Non-Public schools.

3. **FEES AND PAYMENT**

- 3.1 In consideration of the bundled services mutually agreed upon as noted in section 2.1 and described in Section 4 of this Agreement, the School District shall pay the CLIU #21 the amount of its final Title I Equitable Services funding allocation for the 2026-2027 school year for students in the Non-Public school(s) identified in Section 2.1 with no administrative costs.

- 3.2 The CLIU #21 will invoice the School District fifty percent of the Preliminary Allocation by January 31, 2027. The final bill will be based on a reconciliation utilizing the final Title I Equitable Services allocation. Total billing will not exceed the amount of the final allocation and district will be billed by July 31, 2027. Payment is due to the CLIU #21 within 90 days of the invoice date.
- 3.3 The School District shall provide CLIU #21 notice of its *preliminary* and *final* Title I Equitable Services funding allocation for the 2026-2027 school year within 10 business days of receiving notice of their Title I allocation. Services will not begin until notice of preliminary allocation is received by CLIU and the agreement is executed.

Preliminary Allocation:

Instructional Services: \$ 1186.00 Parental Involvement: \$ 0

- 3.4 The School District and the CLIU #21 acknowledge that an increase or decrease between the preliminary and final Title I Equitable Services funding allocations may increase or decrease the Title I services provided under this Agreement.

4. **CLIU #21 RESPONSIBILITIES**

- 4.1 To provide remedial instructional services by certified instructional staff as required by Title I: two (2) thirty-minute instructional sessions per student (each week) as school calendar and student attendance permits and as specified in the School District request for services noted in 2.1.
- 4.2 To use Acadience evaluative testing/screening procedures and materials.
- 4.3 To provide small group supplemental instruction for eligible Non-Public school students.
- 4.4 To complete the following activities or resources is involved in providing the instruction:
- 4.4.1 Employ certified instructional staff, including, but not limited to certified Reading Specialists.
- 4.4.2 Provide instructional materials which supplement regular instruction.
- 4.4.3 Provide diagnostic testing instruments.
- 4.4.4 Supervise the instruction.
- 4.5 To require the CLIU #21 certified instructional staff to complete the following requirements in addition to providing the weekly instructional periods:
- 4.5.1 Conduct diagnostic and benchmark testing as needed on eligible Non-Public school students.

- 4.5.2 Provide records of assessment data, instructional activities, and dates of service for students served.
- 4.5.3 Meet with parents for conferences as requested.
- 4.5.4 Provide progress reports at the end of the year for each student served, including performance goal data.
- 4.5.5 Provide two (2) parent engagement activities per school year.
- 4.6 To be responsible for the following:
 - 4.6.1 Provide the School District with the names and addresses of the students served.
 - 4.6.2 Provide the School District with the data necessary to complete its Title I responsibilities including assessment data and related data.
 - 4.6.3 Meet with Non-Public school administrators a minimum of once a year to review services provided to their students.
 - 4.6.4 Provide the School District access to the student information at any time.

5. **SCHOOL DISTRICT RESPONSIBILITIES**

- 5.1 To assist the CLIU #21 in identifying names and addresses of students eligible for Title I Equitable Services who reside in the School District attendance areas and attend a Non-Public school listed in Section 2.1.
- 5.2 To inform the CLIU #21 of any and all circumstances which may directly or indirectly affect the performance of this Agreement, including changes in the Title I Equitable Services funding allocation.
- 5.3 The School District shall provide CLIU #21 notice of its *preliminary* and *final* Title I Equitable Services funding allocation for the 2026-2027 school year within 10 business days of receiving notice of their Title I allocation.

6. **MISCELLANEOUS**

- 6.1 CLIU #21 will provide staff training on CLIU Policies and Procedures including confidentiality of records and compliance with FERPA.
- 6.2 The CLIU #21 shall maintain and keep in force such insurance as Workers Compensation, Liability, and Property Damage.

- 6.3 The School District agrees to indemnify and hold harmless the CLIU #21 and its officers, agents, and employees against all liability, losses, and costs imposed on the 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 state 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.
- 6.4 It is mutually understood and agreed that the CLIU #21 is an independent Contractor rendering services pursuant to this Agreement through its own providers. The CLIU #21 shall perform the services pursuant to this Agreement in accordance with the accepted methods and standards of its professional specialties. The School District shall have the right to request services, but not to control the manner in which the services are performed. Nothing contained in this Agreement shall be construed to make the CLIU #21 the employee or servant of the School District. The CLIU #21 shall pay all compensation, benefits, payroll, and related taxes, including workers' compensation, related to the personnel furnishing the services pursuant to this Agreement.
- 6.5 Either the CLIU #21 or the School District may cancel this contract with or without cause at any time by giving the other party sixty (60) days written notice of intent to terminate this contract.

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

Lehighton School District

Carbon Lehigh Intermediate Unit #21

By: _____

By: _____

Title: Superintendent

Title: Dr. Gregory Koons
Executive Director CLIU #21

Date: _____

Date: _____