

TITLE I NON-PUBLIC SCHOOL AGREEMENT
Between
BALDWIN-WHITEHALL SCHOOL DISTRICT
and
ALLEGHENY INTERMEDIATE UNIT

This agreement is made and entered into as of the **23rd Day of August, 2022**, by and between **BALDWIN-WHITEHALL SCHOOL DISTRICT** (hereinafter referred to as the “School District”) and the **ALLEGHENY INTERMEDIATE UNIT, AIU**.

1. TERM

The Term of this Agreement shall commence on August 23, 2022 and terminate on June 30, 2023.

2. DESCRIPTION AND SCOPE OF WORK

Upon the terms and conditions set forth herein, BALDWIN-WHITEHALL SCHOOL DISTRICT requests that the AIU provide remedial **reading and math** instructional services in line with the Title I Program at **Ave Maria Academy – Bethel Park Campus, Cornerstone Christian School, Mother of Mercy Academy, St. Therese, Universal Academy of Pittsburgh, and Walnut Grove**.

Selection of students is determined through multiple criteria, including but not limited to standardized assessment scores, student referrals, and informal assessments. Barring scheduling interruptions, students will receive services a minimum of twice per week at a session length as requested by each individual school, typically 30 – 40 minutes. The provision of services is subject to availability of staff. The AIU will provide a list of students in October and will verify any new referrals with School District throughout the year.

AimsWeb, GRADE, and GMADE assessments will be given during September, January, and April as applicable. Performance data will be sent to School District at the completion of the school year or upon request. The AIU will provide a template Performance Goal that School District may choose to use for eGrants reporting.

Parent and Family Engagement activities will occur regardless of a Title I set-aside. These include, but are not limited to Open House and Parent/Guardian Conferences, Family Nights, off-site family events (Winter Wonders), Reading and Math Connections Newsletter, and additional school-specific opportunities as applicable.

3. FEES AND PAYMENT TERMS

3.1 In consideration of the services mutually agreed upon as described herein, School District shall pay the Allegheny Intermediate Unit **at a rate of \$75.00 per student hour** for **Non-Public Title I Instructional** services at an amount not to exceed the following:

- **Ave Maria Academy – Bethel Park Campus: \$2,859.00**
- **Cornerstone Christian: \$715.00**
- **Mother of Mercy Academy: \$33,597.00**
- **St. Therese: \$1,430.00**
- **Universal Academy of Pittsburgh: \$715.00**
- **Walnut Grove: \$2,145.00**

In consideration of the **Non-Public Title I Parent and Family Engagement** services mutually agreed upon as described herein, School District shall pay the Allegheny Intermediate Unit an amount not to exceed the following:

- **Ave Maria Academy – Bethel Park Campus: \$30.00**
- **Cornerstone Christian: \$8.00**
- **Mother of Mercy Academy: \$334.00**
- **St. Therese: \$16.00**
- **Universal Academy of Pittsburgh: \$8.00**
- **Walnut Grove: \$23.00**

3.2 The AIU will provide invoices to the School District three times per year (no later than January 31, April 30 and July 31, 2023). If the School District's allocation is changed after PDE releases the final Title I allocations during the term of this agreement, then the AIU will adjust future invoices to reflect any changes. The School District will supply the AIU with a revision form to reflect any adjustments.

3.3 The AIU will provide supporting documentation to the School District with each invoice, showing the number of hours of service received by each student in the applicable billing period.

3.4 The School District and the AIU acknowledge that in the event that there are no eligible students in the program, the AIU will not invoice the School District until and unless a student is identified. If all students are dismissed from the program mid-year, School District will only pay for quarters during which services were rendered.

3.5 The School District and the AIU acknowledge that final allocations may not be available until after March 1st and that an increase or decrease in funds may increase or decrease the services outlined in this Agreement. Changes would occur with consultation between the School District and the AIU.

4. ALLEGHENY INTERMEDIATE UNIT RESPONSIBILITIES:

- 4.1 To provide instructional services by an appropriately certified teacher, as required by Title I
- 4.2 To use appropriate evaluative testing/screening procedures and materials
- 4.3 To provide the School District and the non-public school an outline of the local assessment plan
- 4.4 To provide small group supplemental **reading and math** instruction for eligible non-public school students
- 4.5 To assure all financial and legal responsibilities involved in providing the instruction:
 - 4.5.1 Pay salary and all benefits for the appropriately certified teachers
 - 4.5.2 Provide 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 AIU 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
- 4.7 To be responsible for the following:
 - 4.7.1 Provide the School District with the data necessary to complete their Title I responsibilities including assessment data and related data
 - 4.7.2 Meet with non-public school administrators to review services provided to

their students

4.7.3 Provide the School District access to the program at any time

5. SCHOOL DISTRICT RESPONSIBILITIES

- Title I
- 5.1 Provide the AIU with names of non-public schools identified to participate in
 - 5.2 Assist the AIU in identifying addresses of students who reside in Title I attendance areas
 - 5.3 Inform the Allegheny Intermediate Unit of any and all circumstances which may directly or indirectly affect the performance of this Agreement, including changes in the original funding allocation
 - 5.4 Provide the AIU, prior to or upon commencement of services, with written notice of any School District policies applicable to the AIU's provision of services.

6. MISCELLANEOUS

- 6.1 The Allegheny Intermediate Unit maintains and keeps in force such insurance as Workers Compensation, Liability, and Property Damage
- 6.2 Subject to any immunities provided by law, the Allegheny Intermediate Unit shall indemnify, defend, and hold harmless the School District from any and all losses, damages, claims or costs, including attorney's fees, arising from any act or omission of the AIU, its officials, agents, or employees pursuant to this Agreement. Subject to any immunities provided by law, the School District shall indemnify, defend, and hold harmless the AIU from any and all losses, damages, claims or costs, including attorney's fees, arising from any act or omission of the School District, its officials, agents, or employees pursuant to this Agreement.

7. TERMINATION

- 7.1 This Agreement may be terminated for convenience by the School District only if all eligible students are dismissed from the program, in which case the School District shall pay the AIU in accordance with Section 3.4, above. This Agreement may be terminated for cause by either party in the event of a material breach by the other party following 30 days' written notice of such breach and intent to terminate, provided the breaching party fails to cure such breach. In the event of termination for cause, the AIU shall cease providing services as of the termination date, and the School District shall be liable for services rendered through the termination date.

7. UNIFORM GUIDANCE (UG) CONTRACT CLAUSES

Background: Organizations must carefully review their grant agreements and contracts to ensure that any subrecipient contracts or other contracts they enter into related to federal awards include language mandated by the awarding agencies. Additionally, all contracts made by the organizations under the federal award must contain provisions covering the following contract clauses, as applicable. **These clauses have been included at the direction of PDE.**

- A. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.
- C. Rights to Inventions Made Under a Contract or Agreement: If the federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- D. Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- E. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier

certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

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

BALDWIN-WHITEHALL SCHOOL DISTRICT

By: _____
(Print Name)

Signature

Title: _____

Date: _____

ALLEGHENY INTERMEDIATE UNIT

President, AIU Board of Directors

**Program Director of Educational
Support Services**

By: _____
David Schaap
(Print Name)

By: _____
Dr. Kelly Noyes
(Print Name)

Signature

Signature