INTER-AGENCY AGREEMENT FOR TITLE I SERVICES
between
THE HATBORO-HORSHAM SCHOOL DISTRICT
and
THE MONTGOMERY COUNTY INTERMEDIATE UNIT

This inter-agency agreement is made and entered into as of the 24 **day of June 2026**, by and between the **Hatboro-Horsham** School District (hereinafter referred to as the "School District" and the Montgomery County Intermediate Unit, (hereinafter referred to as the MCIU).

1. Term

The Term of this Agreement shall commence on September 1, 2026 and terminate on, June 30, 2027.

2. Description

Upon the terms and conditions set forth herein, the School District requests that the MCIU provide reading and mathematics instructional services in accordance with the TITLE I program at **Our Lady of Mercy nonpublic school[s]**. Such services will be secular, neutral and non-ideological.

MCIU agrees to comply with all TITLE I statutory and regulatory requirements.

The School District and the MCIU agree to pool funds for instruction at **Our Lady of Mercy nonpublic school[s]** 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 **Our Lady of Mercy nonpublic school[s]**.

The School District will provide "Parent and Family Engagement" in accordance with TITLE I for parents at **Our Lady of Mercy nonpublic school[s]**.

3. Fees and Payment

In consideration of the services mutually agreed upon as described in this inter-agency agreement, the School District shall pay the MCIU $3,078.00 the equitable nonpublic share for instructional services. This is determined by the per-pupil allocation times the number of low-income non-public school students living in eligible attendance areas.

The MCIU will provide invoices annually to the School District on/or around December 15th and on/or around June 15th of each year with fifty percent being invoiced during each billing period. The School District may withhold payment if MCIU does not comply with all statutory and regulatory requirements of TITLE I.

MCIU acknowledges that the allocation reflected in this agreement is **preliminary** and that final allocation will be available mid-year. The School District agrees to provide MCIU with the final TITLE I allocation for the **2026-2027** school year for **Our Lady of Mercy nonpublic school[s]** on/or around April 1st.

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

4. Responsibilities

The School District and MCIU agree that responsibility for providing the TITLE I program transfers from the School District to MCIU upon the effective date of this Agreement. Such responsibilities include:

a. Reading and mathematics teachers are properly state certified in accord with TITLE I guidelines

b. Reading and math services will be provided within the regular school day. Students receiving reading support in grades one through three will receive reading support two to three times per week for a minimum of thirty-minute sessions. Reading support in grades four through eight will be conducted a minimum of two times per week for a minimum of thirty-minute sessions. Students receiving math support will receive math instruction two or three times per week for a minimum of thirty-minute session.

c. Reading and math support will occur within the school building in a designated space for MCIU services and/or in a designated trailer/van on the school's premises.

d. Under TITLE I, supplemental reading and/or mathematics services will be provided.

e. Screening and evaluative testing under TITLE I:
Reading:
Fall Assessments:

Grade 1 to 3:	DIBELS Next [Acadience Reading] and/or NWEA MAP Growth
Grades 4-8:	NWEA MAP Growth

Mid-year:

Grades 1-3:	DIBELS Next [Acadience Reading] and/or NWEA MAP Growth
Grades 4-8:	NWEA MAP Growth

End of Year:

Grades 1-3:	DIBELS Next [Acadience Reading] and/or NWEA MAP Growth
Grades 4-8:	NWEA MAP Growth

Mathematics:

Fall Assessments:
Grades 1-3: DIBELS Math [Acadience Math] and/or NWEA MAP Growth
Grades 4-8: NWEA MAP Growth

Mid-year:
Grades 1-3: DIBELS Math [Acadience Math] and/or NWEA MAP Growth
Grades 4-8: NWEA MAP Growth

End of Year:
Grades 1-3: DIBELS Math [Acadience Math] and/or NWEA MAP Growth
Grades 4-8: NWEA MAP Growth

f. Programmatic assessments will be conducted with nonpublic school administrators via evaluation and needs assessment data conducted online and in meetings in the spring of the year. MCIU administrators will conduct needs assessment meetings either electronically or in-person.

g. Reading and mathematics materials will be purchased as necessary.

h. Supervision of instruction will be overseen by the supervisor within the Office of Student Services: Non-Public Schools. This includes but is not limited to the following: on-site visits and observation of sessions, staff and regional meetings with teachers, review of student documentation, progress reports, conferences et. al.

i. Salaries and benefits for teachers serving in TITLE I may be pro-rated relative to TITLE I and ACT 89 services.

j. Progress reports will be forwarded to parents and school administrators twice a year (mid-year and end of year). Parent conferences will be conducted a minimum of once a year as well as when requested.

k. Student records (assessment data, progress reports, informal assessments, progress monitoring data, TITLE I parent compact, teacher recommendations, and attendance) and parent consent forms are maintained at the individual nonpublic schools.

l. MCIU will maintain and provide documentation necessary for School District to complete their TITLE I responsibilities.

m. MCIU will conduct meetings and provide on-going communications with nonpublic school administrators in order to review and monitor TITLE I services.

The School District maintains responsibility for:

a. Providing MCIU with names of nonpublic schools identified to participate in TITLE I

b. Assisting MCIU in identifying addresses of students who reside in TITLE I attendance areas

c. Informing MCIU of any and all circumstances which may directly or indirectly affect the performance of this Agreement, including changes in the original funding allocation.

The School District assures MCIU that all meaningful consultation between the School District and **Our Lady of Mercy nonpublic school[s]**.
needed to set up this Agreement have been completed prior to the effective date of this Agreement.

5. Miscellaneous

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

The MCIU 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 on the MCIU, its officials, agents, or employees.

Additionally, to the extent allowed under the laws of the Commonwealth of Pennsylvania, the School District shall indemnify, defend, and hold harmless the MCIU from all losses, damages, claims or costs, including attorney's fees, arising from any act or omission on the School District, its officials, agents, or employees.

The School District or the MCIU may terminate this agreement upon sixty [60] days written notice to the other party.

This Agreement complies with the attached Uniform Guidance [UG] Procurement Rules.

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

By:

Hatboro-Horsham School District	Montgomery County Intermediate Unit
[signature]	Sandra Edling
(Name Signed)	(Name Signed)
Bill Stone	Sandra Edling
(Name Typed)	(Name Typed)
Title: Director of Business Affairs	Title: Assistant Executive Director

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Date: June 24, 2026

Date: 06 / 24 / 2026

UG Implementation: Procurement
Section I – Required 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. See UG Appendix II to Part 200.

(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) Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 60, all contracts **that meet the definition of "federally assisted construction contract" in 41 CFR Part 60**-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order **11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964**-1965 Comp., p. 339), **as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

(D) Davis-Bacon Act: As amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C**FR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the** statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland **"Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work F**inanced in Whole or in Part by **Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be** prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708): Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible, provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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UG Implementation: Procurement
Section I – Required UG Contract Clauses

(F) 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.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended: Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) 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.

(I) 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.

(J) Procurement of recovered materials: A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines

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Title	Hatboro-Horsham (1)
File name	Hatboro-Horsham__1_.pdf
Document ID	d20204f2383cee680a30f3bb1f44a88b7b284234
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

SENT	**06 / 24 / 2026** 16:42:47 UTC-4	Sent for signature to Sandra M Edling (sedling@mciu.org) from lbickert@mciu.org IP: 216.162.87.1
VIEWED	**06 / 24 / 2026** 16:44:02 UTC-4	Viewed by Sandra M Edling (sedling@mciu.org) IP: 216.162.87.1
SIGNED	**06 / 24 / 2026** 16:44:25 UTC-4	Signed by Sandra M Edling (sedling@mciu.org) IP: 216.162.87.1
COMPLETED	**06 / 24 / 2026** 16:44:25 UTC-4	The document has been completed.