

**AGREEMENT FOR INTERMEDIATE UNIT TITLE I INSTRUCTION
FOR THE 2008-2009 SCHOOL YEAR**

THIS AGREEMENT, made this _____ day of _____, 2008, by and between the **WARREN COUNTY SCHOOL DISTRICT**, with offices located at 185 Hospital Drive, North Warren, Pennsylvania 16365-4885, hereinafter referred to as "**WCSD**,"

AND

NORTHWEST TRI-COUNTY INTERMEDIATE UNIT, with an address of 252 Waterford Street, Edinboro, Pennsylvania 16412, hereinafter referred to as "**I.U.** "

WITNESSETH THAT:

RECITAL

- A. WCSD, in the conduct of its normal affairs, requires Title I instruction at St. Joseph School.
- B. I.U. is willing to provide WCSD with Title I instruction at St. Joseph School.

NOW, THEREFORE, the Parties hereto in consideration of the foregoing recitals, and under the covenants and agreements herein contained, agree to and with each other as follows:

- (1) The Intermediate Unit agrees to provide Title I instruction at St. Joseph School, with said instruction beginning on September 15, 2008 and concluding on June 15, 2009. This Agreement shall automatically terminate on June 15, 2009, with no action being required by either party.
- (2) The total cost for said instruction shall not exceed \$10,990.00, and the I.U. shall submit a single invoice to the District in June of 2009.
- (3) The I.U. shall carry workers' compensation insurance and general liability insurance and shall furnish WCSD with certificates showing such insurance coverage.
- (4) It is understood that the I.U., its agents and employees are independent contractors in respect to performance under this Agreement, and shall assume all risks and responsibilities for losses of every description in connection with the services that can be attributed directly or indirectly to the I.U., its agents or employees. The I.U. agrees to indemnify, defend and hold harmless the WCSD, its agents and employees for or on account of any damages or losses, including reasonable attorney fees and court costs, resulting from any negligent actions or failure to act on the part of the I.U., its agents or employees in fulfilling the terms of this Agreement. The obligations and responsibilities imposed in accordance with this section shall survive termination of the Agreement.

(5) The I.U., its agents and employees agree to abide by all federal, state, and local laws, regulations, and ordinances and to be solely responsible for and to hold harmless, indemnify and release the WCSD, its employees and agents, from any cause of action of any kind that may arise in favor of any person as a result of the failure to abide by any federal, state, or local law, regulation, or ordinance and regardless of when any such cause of action is actually pursued. The obligations and responsibilities imposed in accordance with this section shall survive termination of the Agreement.

(6) The I.U. agrees to provide proof of compliance with the Act 33 and 34 requirements for all its employees or agents who will have direct contact with students of the WCSD. Additionally, the I.U. agrees to provide proof of compliance with the current Act 33 and 34 requirements (including the FBI fingerprint requirements) for any new applicants that are ultimately hired by the I.U. and that will have direct contact with students of the WCSD.

(7) It is understood and agreed that I.U. shall not assign or re-assign the performance of its duties under this Agreement to any other person, firm, organization or entity without the express written permission of WCSD.

(8) There are no understandings between the parties regarding this Agreement other than those set forth in the Agreement, and there have been no promises, inducements or commitments made in conjunction with this Agreement which are not explicitly set forth herein. This Agreement may only be modified by a writing signed by both parties.

WARREN COUNTY SCHOOL DISTRICT
BY:

I.U. Executive Director

President, Board of School Directors