

LETTER OF AGREEMENT
BETWEEN
Warren County School District
and
THE NORTHWEST TRI-COUNTY INTERMEDIATE UNIT

This agreement is made and entered into as of the 10th day of August, 2009, by and between Warren County School District (herein referred to as the "School District" or "District") and the Northwest Tri-County Intermediate Unit ("IU5").

1. TERM

The term of this agreement shall commence on August 27, 2009 and terminate on June 30, 2010.

2. DESCRIPTION

Upon the terms and conditions set forth herein, Warren County School District requests that IU5 provide remedial reading instructional services in accordance with the Title I Reading Program at St Joseph's School, Warren, PA.

3. FEES AND PAYMENT

3.1 In consideration of the services mutually agreed upon as described herein, Warren County School District shall pay the Northwest Tri-County Intermediate Unit \$14,435.34, as determined by their per-pupil allocation times the number of low income private school children.

3.2 The Northwest Tri-County Intermediate Unit shall invoice the School District for the total amount in June 2010.

4. NORTHWEST TRI-COUNTY INTERMEDIATE UNIT RESPONSIBILITIES

4.1 To provide instructional services by a certified elementary teacher.

4.2 To use appropriate evaluative testing/screening procedures and materials.

4.3 To provide the School District and the private school an outline of the local assessment plan.

4.4 To provide small group supplemental reading instruction for eligible private school students.

4.5 To assure all financial and legal responsibilities in providing the instruction:

4.5.1 Pay salary and all benefits for the teacher(s).

4.5.2 Provide reading materials, which supplement 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 IU5 teacher to complete the following requirements in addition to providing weekly instructional periods:

4.6.1 Conduct diagnostic and benchmark testing, as needed, on eligible private 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(s) 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 addresses of students served.

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

4.7.3 Meet with private school administrators annually to review services provided to their students.

4.7.4 Provide the School District access to the program at any time.

5. SCHOOL DISTRICT RESPONSIBILITIES

5.1 Provide IU5 with names of private schools identified to participate in Title I.

5.2 Assist IU5 in identifying the addresses of students who reside in Title I attendance areas.

5.3 Inform IU5 of any and all circumstances which may directly or indirectly affect the performance of this Agreement, including changes in the original funding allocation.

6. MISCELLANEOUS

6.1 The IU5 shall maintain and keep in force Workers Compensation Insurance, Liability Insurance, and Property Damage Insurance. Certificates evidencing such coverages shall be provided to the District prior to the execution of this Agreement.

6.2 In the conduct of its operations hereunder, the IU5 agrees to comply with all local, state and federal laws and regulations applicable at any time, including but not limited to, the Family Educational Rights and Privacy Act (FERPA).

6.3 The IU5 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 IU5, its officials, agents, or employees. The obligations and responsibilities imposed in accordance with this section shall survive termination of the Agreement.

6.4 The IU5 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 District. Additionally, the IU5 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 IU5 that will have direct contact with students of the District.

6.5 It is understood and agreed that the IU5 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 the District.

6.6 The Parties agree that they conduct completely separate businesses and affairs, are separate entities, are not partners or joint venturers in any sense whatsoever, and that all persons engaged in the provision in the operation and conduct of the Title I Reading Program shall be employees of the IU5 and shall not be regarded as employees, agents or representatives of the District.

6.7. 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.

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

Warren County School District

Northwest Tri-County Intermediate Unit

By: _____
Kimberly Angove, Board President

By: _____
Dr. Marjorie Wallace, Executive Director

Date: _____

Date: _____

ATTEST: SEAL

Ruth Huck, Board Secretary