**LETTER OF AGREEMENT FOR TITLE I SERVICES**

This Agreement is made and entered into the 13 day of September, 2010, by and between DISTRICT (herein referred to as “District”) and the Northwest Tri-County Intermediate Unit (IU5).

1. **TERM**

The term of this Agreement shall commence on September 13, 2010, and terminate on June 30, 2011.

1. **DESCRIPTION**

Upon the terms and conditions set forth herein, District requests that IU5 provide reading and math instructional services at Saint Joseph’s School, in accordance with the Title I programs at Saint Joseph’s School (herein referred to as “Site”). Such services will be secular, neutral, and non-ideological.

IU5 agrees to comply with all Title I statutory and regulatory requirements.

District and IU5 agree to pool Title I funds for instruction at Site to provide Title I services to eligible students who reside in participating public Site attendance areas regardless of the amount of funds generated by the number of children from low-income families attending Site.

District requests that IU5 provide Parental Involvement in accordance with Title I at Site.

District requests that IU5 provide Professional Development for the Title I teachers at Site in accordance with Title I, as appropriated by a Professional Development set-aside.

1. **FEES AND PAYMENT**

In consideration of the services mutually agreed upon as described herein, District shall pay IU5 for instructional services as determined by their per-pupil allocation of each school times the number of low-income nonpublic school students living in eligible attendance areas. Please complete the below chart for per pupil allocations and number of low income students in the school attendance area but attend St. Joseph’s School.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **School** | **Gradespan** | **# Low Income Students** | **School Per Pupil Allocation** | **Nonpublic Fair Share** |
| Youngsville Elementary/Middle School | K-8 | 1 | 956.80 | 0 |
| Russell Elementary School | K-6 | 0 |  | 0 |
| Sugar Grove Elementary School | K-6 | 0 |  | 0 |
| Allegheny Valley Elementary School | K-5 | 2 | 1913.60 | 0 |
| Sheffield Elementary School | K-5 | 0 |  | 0 |
| South Street Early Learning Center | K-1 | 2 | 1913.60 | 0 |
| Warren Area Elementary Center | 2-5 | 0 |  | 0 |
| Beaty Warren Middle School | 6-8 | 0 |  | 0 |
| Eisenhower Middle/High School | 7-12 | 0 |  | 0 |
| Sheffield Area Middle/High School | 6-12 | 0 |  | 0 |
| Warren Area High School | 9-12 | 0 |  | 0 |
| Youngsville High School | 9-12 | 0 |  | 0 |
| **Total** |  | 5 |  | 4784.00 |

In consideration of the Parent Involvement services mutually agreed upon as described herein, District shall pay IU5 $956.80 for each low-income, nonpublic school student.

In consideration of the Professional Development services mutually agreed upon as described herein, District shall pay IU5 $956.80 for each low-income, nonpublic school student.

IU5 will provide invoices to District after the final allocations have been determined. District may withhold payment if IU5 does not comply with all statutory and regulatory requirements of Title I.

IU5 and District acknowledge that the allocations reflected in this Agreement are preliminary and that final allocations will be available after November 30, 2010. District agrees to provide IU5 with the final Title I allocation for the 2010-11 school year for Site by February 1, 2011. District and IU5 acknowledge that an increase or decrease in funds from the preliminary allocation may increase or decrease the services outlined in this Agreement.

1. **RESPONSIBILITIES**

District and IU5 agree that responsibility for providing the Title I program transfers from District to IU5 upon the effective date of this Agreement. Such responsibilities include:

IU5 responsibilities:

1. To provide instructional services by a certified elementary teacher
2. To use appropriate evaluative testing/screening procedures and materials
3. To provide the District and the nonpublic school an outline of the local assessment plan
4. To provide small group supplemental reading and math instruction for eligible nonpublic school students
5. To assure all financial and legal responsibilities in providing the instruction:
   1. Pay salary and all benefits for the teacher(s)
   2. Provide educational materials, which supplement instruction
   3. Provide diagnostic testing instruments
   4. Supervise the instruction
   5. Provide appropriate Professional Development for Title I teachers
   6. Provide Parent Involvement activities for Title I parents
   7. Provide any other responsibilities necessary to conduct the program as intended
6. To provide meetings with Nonpublic School officials to review services
   1. g. To require the IU5 teacher to complete the following requirements in addition to providing weekly instructional periods:

i. Conduct diagnostic and benchmark testing, as needed, on eligible private school students.

ii. Maintain records of assessment data, instructional activities, and attendance for students served.

* 1. iii. Meet with parents for conferences as requested.
  2. iv. Provide progress report(s) at the end of the year for each student served.
  3. h. To be responsible for the following:
  4. i. Provide the District with the addresses of students served.

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

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

* 1. iv. Provide the District access to the program at any time.

District responsibilities:

* 1. To provide IU5 with the number of nonpublic schools student generating Title I funds
  2. To inform IU5 of any and all circumstances which may directly or indirectly affect the performance of this Agreement, including changes to the original funding allocation in a timely fashion
  3. To report all required data and documentation to PDE for students served by this Agreement by the date determined by PDE

d. To assure that all meaningful consultation between District and Site needed to set up this Agreement has been completed prior to the effective date of this Agreement.

1. **MISCELLANEOUS**

The IU5 agrees, so long as this Agreement is in effect, to carry and maintain for the benefit of District liability insurance and workers compensation insurance that covers the services rendered by the IU5 and its agents and employees in accordance with this Agreement and that lists the District as an additional insured. The amount of said insurance shall be, for personal injury and property damage, a minimum of One Million Dollars ($1,000,000.00) per occurrence. The amount of said insurance for Workers Compensation shall be at least the amount mandated by Pennsylvania law. Failure to maintain the insurance coverage or failure to comply fully with the insurance provisions shall in no way act to relieve the IU5 from the obligations of this Agreement, any provisions hereof to the contrary notwithstanding. All insurance policies required of the IU5 under the terms of this Agreement shall contain provisions that underwriters shall have no rights of recovery or subrogation against District, its agents, directors, officers, employees, or Board Members, it being the intention of the Parties that the insurance so effected shall protect all such Parties and that said insurance shall be primarily liable for any and all losses covered by the described insurance. The IU5 shall provide the District with copies of all required insurance policies prior to the execution of this Agreement, and under no circumstances shall the IU5 be permitted to have any access to the Premises until satisfactory proof has been provided to the District that all required insurance policies are in place and are in full force and effect.

* 1. 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).

The IU5 shall indemnify, defend, and hold harmless the District and the District’s employees, officers, agents, directors, and Board Members from any and all losses, damages, claims or costs, including attorney’s fees, arising from any act or omission of IU5, its officials, agents or employees. The obligations and responsibilities imposed in accordance with this section shall survive termination of the Agreement and shall cover all claims, regardless of when the claim is asserted.

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.

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.

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.

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.

If any paragraph or term of this Agreement is deemed to be unlawful, invalid, or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall remain binding on the Parties hereto.

Warren County School District Northwest Tri-County Intermediate Unit

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Board President Dr. Marjorie Wallace, Executive Director

ATTEST:

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Board Secretary