

AGREEMENT FOR TITLE I SERVICES

This Agreement is made and entered into the _____ day of _____, 2012, by and between WARREN COUNTY SCHOOL DISTRICT (herein referred to as “District”) and Ashley Gustafson (hereinafter referred to as “Contractor”)

1. TERM

The term of this Agreement shall commence on September 11, 2012, and terminate on June 30, 2013.

2. DESCRIPTION

Upon the terms and conditions set forth herein, the District requests that Contractor 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 shall be secular, neutral, and non-ideological.

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

The District and Contractor agree to pool Title I funds for instruction at the 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 the Site.

The District requests that Contractor provide Parental Involvement in accordance with Title I at the Site.

3. FEES AND PAYMENT

In consideration of the services mutually agreed upon as described herein, District shall pay Contractor for instructional services, as determined by the per-pupil allocation of each school multiplied by the number of low-income nonpublic school students living in eligible attendance areas, pursuant to the chart below.

School	Gradespan	# Low Income Students	School Per Pupil Allocation	Nonpublic Fair Share
Youngsville Elementary/Middle School	K-8	1	863.38	863.38
Russell Elementary School	K-6	0	0	0
Sugar Grove Elementary School	K-6	2	863.38	1726.76

Allegheny Valley Elementary School	K-5	0	0	0
Sheffield Elementary School	K-5	1	863.38	863.38
South Street Early Learning Center	K-1	5	863.38	4316.90
Warren Area Elementary Center	2-5	5	863.38	4316.90
Beaty Warren Middle School	6-8	0	0	0
Eisenhower Middle/High School	7-12	0	0	0
Sheffield Area Middle/High School	6-12	0	0	0
Warren Area High School	9-12	0	0	0
Youngsville High School	9-12	0	0	0
Total		14		12,087.32

The 12,087.32 will be divided into the following categories:

Salary	\$6,480 (6 hours of service per week for 36 weeks)
Supplies	\$4107.32
Testing Materials	\$1500

In consideration of the Parent Involvement services mutually agreed upon as described herein, the District shall pay Contractor \$172.75.

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

Contractor and the District acknowledge that the allocations reflected in this Agreement are preliminary and that final allocations will be available after November 30, 2012. The District agrees to provide Contractor with the final Title I allocation for the 2012-13 school year for the Site by February 1, 2013. The District and Contractor 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 Contractor agrees to hold and maintain valid Pennsylvania teaching certification. If, at the time of execution of this agreement, the Contractor does not hold certification as a Reading Specialist K-12, he/she agrees to obtain the certification through passing a PRAXIS test and adding the area to his/her present certification within the first thirty (30) calendar days of this agreement. If the Contractor fails to obtain the proper Reading Specialist certification in the appropriate timeline, this agreement will be terminated immediately.

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

Contractor responsibilities:

- a. To provide instructional services as a certified elementary teacher.
- b. To use appropriate evaluative testing/screening procedures and materials.
- c. To provide the District and the nonpublic school an outline of the local assessment plan.
- d. To provide small group supplemental reading and math instruction for eligible nonpublic school students.
- e. To satisfy all financial and legal responsibilities in providing the instruction, including:
 - i. Utilize educational materials, which supplement instruction.
 - ii. Utilize diagnostic testing instruments.
 - iii. Deliver the instruction.
 - iv. Participate in appropriate Professional Development for Title I teachers.
 - v. Provide Parent Involvement activities for Title I parents.
 - vi. Any other responsibilities necessary to conduct the program as intended and/or legally mandated.
- f. To participate in meetings with Nonpublic School officials and the District to review services.
- g. To conduct progress monitoring as needed on eligible students; maintain records of assessment data, instructional activities, and attendance for students served; meet with parents for conferences as requested; and provide progress report(s) at the end of the year for each student served. The preceding requirements shall be in addition to the requirement to provide weekly instructional periods.
- h. To be responsible for the following:
 - i. Providing the District with the addresses of students served.
 - ii. Providing the District with data necessary to complete their Title I responsibilities, including assessment data and related data.
 - iii. Providing the District access to the program in all respects, and at any time.
 - iv. Meet with private school administration to review services provided to their students.

District responsibilities:

- a. To provide Contractor with the number of nonpublic school students generating Title I funds.
- b. To inform Contractor 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.
- c. To timely report all required data and documentation to PDE for students served by this Agreement.
- d. To assure that all consultation between the District and the Site needed to implement this Agreement has been completed prior to the commencement of services pursuant to this Agreement.
- e. To coordinate Summer School and/or tutoring activities (including nonpublic involvement), as indicated by the District set-asides.
- f. To coordinate district-wide professional development (including nonpublic involvement), as indicated by the District set-asides.
- g. To meet with Contractor representatives annually to review services provided to District students.

5. MISCELLANEOUS

In the conduct of its operations hereunder, the Contractor 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) and the Health Insurance Portability and Accountability Act (HIPPA).

The Contractor 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 by Contractor. 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 Contractor agrees to provide proof of compliance with the Act 33 and Act 34 requirements (including the FBI fingerprint requirements) and also with the TB Test requirements in accordance with Pennsylvania Public School Code.

It is understood and agreed that the Contractor may not assign, sub-contract or otherwise transfer this Agreement, or any of the Contractor's rights or obligations hereunder.

Contractor acknowledges and agrees that this is not a contract of employment; that Contractor is an independent contractor and is not an agent, servant or employee of the District; and that, as an independent contractor, the District will not provide workmen's compensation coverage or be responsible for the withholding of any federal, state or local taxes or FICA payments.

This Agreement contains the entire agreement between the parties hereto and supersedes all prior negotiations, representations, commitments, offers, contracts and writings. No modification or amendment of any provision of this Agreement shall be effective unless made in writing and duly signed by the parties hereto.

All sections, sentences, and provisions contained in this Agreement are severable. Should any section, sentence, or provision of this Agreement be rendered void, invalid or unenforceable by any court of law (or arbitrator), for any reason, such a determination shall not render void, invalid, or unenforceable any other section, sentence, or provision of this Agreement and the remainder of this Agreement shall remain in full force and effect and binding on the parties hereto. Additionally, any court (or arbitrator) construing this Agreement is expressly granted the authority to, and requested to, revise any invalid or unenforceable section, sentence, or provision of this Agreement in order to render same enforceable and then to enforce the revised section, sentence, or provision against the parties hereto as if the invalid section, sentence, or provision had never been inserted.

Warren County School District

Contractor

By: _____
Board President

By: _____

ATTEST:

Board Secretary