

AGREEMENT

THIS AGREEMENT made this _____ day of September, 2015, by and between the **WARREN COUNTY SCHOOL DISTRICT**, a School District organized under the laws of the Commonwealth of Pennsylvania, hereinafter sometimes referred to as----- “WCSD,”

AND

FOREST AREA SCHOOL DISTRICT, a School District organized under the laws of the Commonwealth of Pennsylvania, hereinafter sometimes referred to as----- “FASD.”

WHEREAS, the WCSD operates a school in Sheffield, Pennsylvania, known as Sheffield Area Middle/High School (hereinafter “SAMHS”) that has a marching band program; and

WHEREAS, the FASD does not have a marching band program at its East Forest School and has students at the school that desire to participate in the WCSD’s marching band program at SAMHS.

WHEREAS, the number of participants in the WCSD’s marching band program at SAMHS is such that it would be mutually beneficial to the WCSD for FASD students from its East Forest School to participate in the program.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. This Agreement shall be in effect for the 2015/2016 school year and shall automatically renew for each subsequent school year unless either party provides written notice of termination to the other party on or before July 31st of the applicable year.
2. Any participating FASD students shall be subject to the approval of the Principal at SAMHS and shall be required to pay any participation fees and other costs for which the WCSD’s own students are also responsible. The FASD students participating in the marching band program shall wear and use the same uniforms, equipment, and attire as those WCSD students that participate in the program.

3. The WCSD and FASD agree that during the time that FASD students are participating in the marching band program, the FASD students shall be held to, and required to comply with, the same standard of responsibilities, duties, eligibility (academic or otherwise) and conduct as students of the WCSD. The FASD agrees to fully cooperate with the WCSD as necessary to verify that the applicable standard of responsibilities, duties, conduct, and eligibility are being met by each participating FASD student.
4. The Principal at SAMHS shall have the authority, at his/her sole discretion, to remove any FASD student from the marching band program if the student fails to adhere to an established standard of responsibilities, duties, eligibility (academic or otherwise) or conduct, or fails to pay any applicable fee or cost owed by the student. The WCSD's authority shall be limited to only removing a FASD student from the marching band program and contacting law enforcement if a FASD student commits a crime while participating in the marching band program. The FASD shall have the exclusive authority to impose any, and all, student discipline, and the WCSD agrees (to the extent permitted by law) to cooperate with respect to providing information to the FASD that is pertinent to the FASD's disciplinary investigation and process.
5. Neither the FASD nor the WCSD shall be responsible for transporting any FASD student that participates in the marching band program to or from SAMHS. Upon arrival at SAMHS, any FASD participating students will be transported by the WCSD, along with the WCSD's own participating students, to marching band events and back to SAMHS following such events.
6. FASD shall obtain the consent of the parent or eligible student and provide the WCSD with copies of any educational records that are necessary to establish a student's eligibility for participation in the marching band program. For each participating student, FASD shall obtain the appropriate consent and provide the WCSD with emergency contact information and a list of any prescription medications, any medications that a student is permitted to carry and self administer, and identified health conditions that are known to the FASD. The WCSD or its employees, volunteers, agents or representatives shall not be responsible for administering any medication of any kind to a FASD student.

7. Both parties shall cooperate fully to protect the confidentiality of educational records, health records, personally identifiable information, and other information as dictated by the Family Educational Rights and Privacy Act (FERPA) and/or the Health Insurance Portability and Accountability Act (HIPAA).
8. This Agreement shall constitute the entire and integrated understanding between the parties and supersedes all prior and contemporaneous negotiations and agreements, whether oral or written, with respect to the subject matter herein. This Agreement may be amended only by a written instrument signed by the parties hereto and approved by each party's Board of School Directors at a public meeting held in compliance with the Sunshine Law.

IN WITNESS WHEREOF, the said parties to this Agreement intending to be legally bound hereby have hereunto set their hands and seals the day and year first above written.

ATTEST: (SEAL)

WARREN COUNTY SCHOOL DISTRICT

Secretary, Board of School Directors

_____(SEAL)
President, Board of School Directors

ATTEST: (SEAL)

FOREST AREA SCHOOL DISTRICT

Secretary, Board of School Directors

_____(SEAL)
President, Board of School Directors