

## **CONTRACT FOR INTERMEDIATE UNIT SPECIAL EDUCATION PROGRAMS AND SERVICES FOR THE 2013-14 SCHOOL YEAR**

The Intermediate Unit (hereinafter referred to as "Intermediate Unit" or "I.U.") agrees to provide Special Education Programs and Services to the Warren County School District (hereinafter referred to as "District") pursuant to the terms and conditions of this Agreement. These services include programs within the District and/or the Intermediate Unit Special Education Consortium. In addition, the Intermediate Unit will provide Administrative Support to these Programs and Services.

These Programs and Services are available to all districts who have entered into a consortium contract with the I.U. In return, students who are residents of Warren County School District may participate in Programs and Services in any district that has entered into a consortium contract with the I.U.

The following institutional programs are not included in this Agreement and, to the extent the District participates in the programs, shall be billed separately at the end of the school year:

1. Andromeda House Alternative Education Program
2. Bethesda Alternative Education Program
3. Hermitage House Alternative Education Program
4. Hermitage House Detention/Shelter Program
5. Edmund Thomas Alternative Education Program
6. Edmund Thomas Shelter Program
7. Perseus House Acute Partial Program
8. Brighter Horizons Alternative Education Program

The host district will charge for regular education costs.

Due Process expenses are not included in this contract. Any such expenses must be requested by the District; must be approved by the District's Superintendent; and will be directly invoiced to the District.

The Intermediate Unit will invoice Warren County School District for any students that are kindergarten age but continue in the Early Intervention program.

The term of this Agreement shall commence on July 1, 2013, and shall terminate on June 30, 2014.

Grand Total cost for Programs and Services is \$161,658.91, as contained in Exhibit A, a copy of which is attached hereto and incorporated as a part of this Agreement. The schedule of payments is as follows:

August 1 -	\$14,658.90
September 1 -	\$14,658.90
October 1 -	\$14,658.90
November 1 -	\$14,658.91
December 1 -	\$14,658.91
January 1 -	\$14,658.91
February 1 -	\$14,658.91
March 1 -	\$14,658.91
April 1 -	\$14,658.91
May 1 -	\$14,658.91
June 1 -	\$14,658.91

The I.U. 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 I.U. 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 I.U. from the obligations of this Agreement, any provisions hereof to the contrary notwithstanding. All insurance policies required of the I.U. 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 I.U. shall provide the District with copies of all required insurance policies prior to the execution of this Agreement.

In the conduct of its operations hereunder, the I.U. 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). If requested by the District, the I.U. agrees to sign a FERPA Confidentiality Agreement and/or a HIPPA Business Associate Agreement in the form provided by the District.

The I.U. 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 I.U., 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 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 District. 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. that will have direct contact with students of the District.

It is understood and agreed that the 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 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 of services pursuant to this Agreement shall be employees of the I.U. 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.

This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue of any disputes arising out of this Agreement shall be in any court having jurisdiction in Warren County.

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.

The parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed the day and year indicated below. .

ATTEST:

WARREN COUNTY SCHOOL DISTRICT

\_\_\_\_\_  
Board Secretary                      Date

\_\_\_\_\_  
Board President                      Date

\_\_\_\_\_  
I.U. Executive Director                      Date

\_\_\_\_\_  
I.U. Special Education Director                      Date

**As of 05/13 Run**

Assignment	Teacher	Location	ADMs	Cost
Visually Impaired Support	Garhart/Hobson/Rauscher			35,188.98
PT/OT Support				126,059.00
				161,247.98

<b>Assignment</b>	<b>Student</b>	<b>Location/Teacher(s)</b>	<b>Days</b>	<b>Cost</b>
				-
			<b>2013-14 Special Education Consortium Subtotal</b>	<b>161,247.98</b>

**This contract will be reconciled at the end of the 13-14 School Year for Warren County students that enter/exit IU Consortium Programs. This estimated contracted was done on 05/13 child count data and 05/13 institutional child count data.**

**CONTRACT FOR INTERMEDIATE UNIT SPECIAL EDUCATION PROGRAMS  
AND SERVICES FOR THE 2013-14 SCHOOL YEAR**

Type of Service: Visually Impaired Support 3

Salaries:	<u>Location</u>	<u>Name/Position</u>	<u>Salary</u>	<u>208,465</u>
		S. Garhart	73,268	
		K. Hobson	74,677	
		L. Rauscher	60,520	

Substitutes	<u>40,284</u>
Insurance	<u>15,948</u>
Social Security	<u>35,293</u>
Retirement	
Course Credit Reimbursement	<u>480</u>
Unemployment Compensation	<u>1,876</u>
Worker's Compensation	
Purchased Educational Services	
Contracted Services	
Rental	
Contracted Carriers - Field Trips, etc.	
Communications - Telephone, Postage	
Travel	<u>26,000</u>
Classroom Supplies	<u>1,750</u>
Community-Based Educational Practices	
Books and Periodicals	<u>1,750</u>
Supervisory Cost	<u>6,000</u>
Social Security State Reimbursement (7810)	<u>(7,974)</u>
Retirement State Reimbursement (7820)	<u>(17,647)</u>
<b>TOTAL COSTS:</b>	<b><u>312,225</u></b>

**ITINERANT**  
School District

### 1.0 Factor

EI	180	5,556.15		
EI	60	1,852.05		
EI	60	1,852.05		
EI	60	1,852.05	360	11,112.31
Conneaut	15	463.01		
Conneaut	15	463.01		
Conneaut	15	463.01		
Conneaut	15	463.01	60	1,852.05
Corry	60	1,852.05		
Corry	15	463.01		
Corry	1920	59,265.65		
Corry	60	1,852.05		
Corry	15	463.01		
Corry	15	463.01	2085	64,358.79
Crawford Central	15	463.01		
Crawford Central	15	463.01		
Crawford Central	15	463.01		
Crawford Central	15	463.01		
Crawford Central	15	463.01		
Crawford Central	15	463.01		
Crawford Central	240	7,408.21		
Crawford Central	15	463.01	345	10,649.30
Erie City	15	463.01		
Erie City	15	463.01		
Erie City	15	463.01		
Erie City	60	1,852.05		
Erie City	60	1,852.05		
Erie City	15	463.01		
Erie City	60	1,852.05		
Erie City	240	7,408.21		
Erie City	15	463.01		
Erie City	60	1,852.05		
Erie City	30	926.03		
Erie City	240	7,408.21		
Erie City	240	7,408.21	1065	32,873.92
Fairview	1160	35,806.33	1160	35,806.33
Fort LeBoeuf	240	7,408.21		
Fort LeBoeuf	15	463.01		
Fort LeBoeuf	15	463.01		
Fort LeBoeuf	60	1,852.05	330	10,186.28
General McLane	30	926.03		
General McLane	15	463.01		
General McLane	15	463.01		
General McLane	15	463.01	75	2,315.06
Girard	15	463.01		
Girard	15	463.01		
Girard	15	463.01		
Girard	15	463.01		
Girard	720	22,224.62		
Girard	15	463.01	795	24,539.68
Harbor Creek	15	463.01		
Harbor Creek	60	1,852.05		
Harbor Creek	420	12,964.36	495	15,279.43
Iroquois	15	463.01		
Iroquois	15	463.01	30	926.03
Millcreek Township	240	7,408.21		
Millcreek Township	15	463.01		
Millcreek Township	15	463.01		
Millcreek Township	600	18,520.52		
Millcreek Township	15	463.01		
Millcreek Township	240	7,408.21		

Millcreek Township	240	7,408.21	1365	42,134.17
North East	60	1,852.05		
North East	60	1,852.05		
North East	15	463.01	135	4,167.12
PENNCREST	120	3,704.10		
PENNCREST	180	5,556.15		
PENNCREST	60	1,852.05		
PENNCREST	15	463.01		
PENNCREST	15	463.01		
PENNCREST	60	1,852.05		
PENNCREST	15	463.01		
PENNCREST	60	1,852.05		
PENNCREST	15	463.01	540	16,668.46
PHCSE	15	463.01		
PHCSE	15	463.01	30	926.03
Tidioute Charter	60	1,852.05	60	1,852.05
Union City	15	463.01	15	463.01
Warren County	15	463.01		
Warren County	15	463.01		
Warren County	60	1,852.05		
Warren County	60	1,852.05		
Warren County	60	1,852.05		
Warren County	15	463.01		
Warren County	60	1,852.05		
Warren County	15	463.01		
Warren County	360	11,112.31		
Warren County	480	14,816.41	1,140	35,188.98
Wattsburg	15	463.01		
Wattsburg	15	463.01	30	926.03
05/13 Run	10115	312,225.04	10115	312,225.04