

Preliminary Third Party Contractor Agreement for Title I Services
for the 2019-2020 school year
between the Northwest Tri-County Intermediate Unit and
Warren County School District

This Agreement is made and entered into the 1st day of August, 2019, by and between Warren County School District (herein referred to as "District") and the Northwest Tri-County Intermediate Unit (herein referred to as "Contractor").

1. TERM

The term of this Agreement shall commence on September 1, 2019, and terminate on June 30, 2020.

2. DESCRIPTION

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

District and Contractor agree to pool Millcreek Diocesan Title I funds for instruction at Sites (defined below) to provide Title I services to eligible students who reside in participating public sites attendance areas regardless of the amount of funds generated by the number of children from low-income families attending Sites.

In accordance with the Every Student Succeeds Act (ESSA), the per pupil allocation will include parent and family engagement and administrative fees of 6%.

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 district Nonpublic per-pupil allocation times the number of low-income nonpublic school students living in eligible attendance areas.

Contractor and District acknowledge the allocations reflected in this agreement are preliminary and that final allocations will be released by PDE in the winter. District agrees to provide Contractor with the final Title I allocation for Sites within 30 days of the release of final allocations. 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.

Contractor will invoice District in September for 50% of this agreement's nonpublic allocation. The remaining balance will be invoiced after final allocations and agreements have been determined.

Services and Nonpublic Allocations

Upon the terms and conditions set forth herein, District requests that Contractor provide math and/or reading instructional services at Our Lady of Peace, St. George School, and St. Jude School (Millcreek Diocesan Schools); Leadership Christian Academy; St. Joseph School (Warren County Diocesan Schools); Erie Day School; and Bethel Christian School of Erie (collectively herein referred to as "Sites") in accordance with the Title I programs at Sites. Such services will be secular, neutral, and non-ideological.

Services will be provided to students who reside in a Title I eligible school based on the chart below.

Title I		Warren	Millcreek	Leadership	Erie	Bethel	Calvary
School		Diocesan	Diocesan	Christian	Day	Christian	Baptist
Public School		Schools	Schools	Academy	School	School	Academy
<input checked="" type="checkbox"/>	Eisenhower Elementary	0	0	0	0	0	0
<input checked="" type="checkbox"/>	Sheffield Area Elementary	1	0	0	0	0	0
<input checked="" type="checkbox"/>	Warren Area Elementary Center	17	0	0	0	0	0
<input checked="" type="checkbox"/>	Youngsville Elementary	3	0	0	0	0	0
<input type="checkbox"/>	Beaty Warren Middle	0	0	0	0	0	0

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Title I School	Public School	Warren Diocesan Schools	Millcreek Diocesan Schools	Leadership Christian Academy	Erie Day School	Bethel Christian School	Calvary Baptist Christian Academy
<input type="checkbox"/>	Eisenhower Middle/High	0	0	0	0	0	0
<input type="checkbox"/>	Sheffield Area Middle/High	0	0	0	0	0	0
<input type="checkbox"/>	Warren Area High	0	0	0	0	0	0
<input type="checkbox"/>	Youngsville Middle/High	0	0	0	0	0	0
Totals		21	0	0	0	0	0
District Total Nonpublic Low Income Students					21		
District Nonpublic Per Pupil Allocation					\$1,826.38		
Total Nonpublic Funding					\$38,353.98		

4. RESPONSIBILITIES

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

Contractor responsibilities:

- a. To provide instructional services by 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 assure all financial and legal responsibilities in providing the instruction:
 - i. Pay salary and all benefits for the teacher(s)
 - ii. Provide educational materials, which supplement instruction
 - iii. Provide testing instruments
 - iv. Supervise the instruction
 - v. Provide appropriate Professional Development for Title I teachers
 - vi. Provide any other responsibilities necessary to conduct the program as intended
- f. To provide Parent and Family Engagement activities for Title I parents and provide documentation to District of sign-in sheets, agendas, and handouts for these activities
- g. To provide meetings with Nonpublic School officials to review services
- h. To provide the District with beginning of the year, middle of the year, and end of year reports for students served under this agreement as per PDE reporting requirements
- i. To notify the District for any extended absences of staff and provide a substitute for that staff
- j. Indemnify, defend, and hold harmless District from any and all losses, damages, claims, or costs—including attorney's fees--arising from any act or omission of the contract work
- k. Distribute the District's Title I Parent Involvement and Complaint Procedures as provided by the District.

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

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- c. To report all required data and documentation to PDE for students served by this agreement by the date determined by PDE
- d. Provide Contractor with a copy of the District's current Title I Parent Involvement and Complaint Procedures

District assures Contractor that all meaningful consultation between District and Sites needed to set up this agreement has been completed prior to the effective date of this agreement.

District and Contractor acknowledge that it may be necessary to modify this Agreement if there is a reauthorization of ESSA during the performance period of the contract.

Exceptions

The following activities cannot be included in this contract:

- Professional Development for any staff member of the contractor or the private school
- The contractor's supervision, evaluation, and/or monitoring of staff
- Services that are intended to replace, enhance, expand, or duplicate any services provided by any other federal or state funding source, including Pennsylvania's Act 89 support for private schools.

5. MISCELLANEOUS

Northwest Tri-County Intermediate Unit maintains and keeps in force such insurance as Workers Compensation, Liability, and Property Damage.

The Contractor shall provide proof of compliance with all applicable requirements of 24 P.S. §1-111, 24 P.S. §1-111.1, 24 P.S. §12-1205.6, 22 Pa. Code §8.1, et. seq. and 23 Pa.C.S.A. §6301, et. seq. for any University employee who will have direct contact with children.

The Contractor agrees, so long as this Agreement is in effect, to carry and maintain for the benefit of District liability insurance and errors and omission insurance that covers the services rendered by the Contractor and its agents and employees in accordance with this Agreement and that lists the District as an additional insured. The amount of each insurance shall be a minimum of One Million Dollars (\$1,000,000.00) per occurrence. Failure to maintain the insurance coverage or failure to comply fully with the insurance provisions shall in no way act to relieve the Contractor from the obligations of this Agreement, any provisions hereof to the contrary notwithstanding. The Contractor 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 Contractor agrees to comply with all local, state and federal laws, regulations, ordinances, and requirements applicable at any time, including but not limited to, the Family Educational Rights and Privacy Act (FERPA) and any federal law, regulation, or requirement applicable federal grants.

The parties agree that they conduct completely separate businesses and affairs, are separate entities, are not partners or joint ventures in any sense whatsoever, and that all persons utilized by the Contractor to perform this Agreement shall be employees of the Contractor and shall not be regarded as employees, agents or representatives of the District.

The Contractor may not assign, sub-contract or otherwise transfer this Agreement or all or any part of its rights or obligations hereunder to any other party without the prior written consent of the District.

To the fullest extent permitted by law, 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 (i) any act or omission of Contractor, its officials, agents or employees; (ii) the performance of services under this Agreement by Contractor, its officials, agents or employees ; (iii) or the failure of Contractor, its officials, agents or employees to comply with the requirements of this Agreement, any applicable

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District policy or procedure, or any applicable federal, state or local law, regulation, ordinance or requirement. 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.

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 and approved by the District's Board of School Directors at an advertised, public meeting held in compliance with the Pennsylvania Sunshine Act.

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.

The individuals signing below on behalf of each party hereby certify that they are authorized agents for their party and that, following execution, this Agreement shall be binding upon the parties hereto.

An annual evaluation of this contractor's performance will be conducted by District in consultation with the nonpublic school. There is no assurance that District will use the same contractor to provide services in subsequent years.

The District may withhold payment if the contractor does not comply with all statutory and regulatory requirements of Title I.

District

Northwest Tri-County Intermediate Unit

Signature

Signature

Printed Name/Title

Dean C. Maynard, Executive Director

Printed Name/Title

Date

Date

District

Signature

Printed Name/Title

Date