

AGREEMENT

THIS AGREEMENT is made this 17 day of April _____, 2023, by and between the NORTHWEST TRI-COUNTY INTERMEDIATE UNIT, with its principal offices located at 252 Waterford Street, Edinboro, PA 16412 (hereinafter "IU5") and the Wattsburg Area School District (hereinafter "District").

WHEREAS, District has determined to assume operations of the Language Instructional Education Program for English Language Learners in the District, for those students requiring such services, which services have previously been provided by IU5; and

WHEREAS, District desires to contract with IU5 for the provision of certain consultative services related to the Language Instructional Education Program as the District may request from time to time pursuant to the terms of this Agreement and a schedule of services entered and approved by the parties; and

WHEREAS, the parties hereto wish to enter into an agreement for the provision of consultative services and payment by the District to IU5 for said services and desire to reduce their agreement in this regard to writing; and

NOW, THEREFORE, the parties hereto, in consideration of the foregoing and the terms and conditions hereafter contained, and for other good and valuable consideration with the intent to be legally bound hereby, agree as follows:

1. **Recitals.** The facts recited hereinabove are hereby agreed to by the parties as being true and correct and are incorporated into and made a part of this document.
2. **Term.** This Agreement shall be effective beginning on the first day of the 2023-2024 school year, or thereafter on the date above written and shall terminate at the conclusion of said school year, or any extended school year services to be provided to individual students hereunder for the referenced school year. This Agreement may be renewed by further written agreement by the parties and may include adjustments in terms including payment for services.
3. **Scope of Services to be provided by IU5.**
 - a. IU5 agrees to provide services as requested by the District in accordance with the attached Schedule A.
 - b. Services shall be limited to consultation between IU5 staff and District staff and shall be related to the delivery of language instruction educational services provided by the District to the students, as determined by the District. IU5 staff shall have no responsibility for direct instructional or educational services to District students and shall have no

direct contact with District students to provide services under this Agreement.

- a. IU5 may recommend direct services that may provide educational benefit for the student.
- b. IU5 staff shall be available for meetings, evaluation of reports and/or assessments, may assist District staff in the development of a plan of services for District students.
- c. The parties agree that the delivery of direct services to students of the District, the completion and issuance of evaluation and assessment reports, and progress reports are the sole responsibility of the School.

4. **Fees for Services.**

- a. IU5 will invoice the District on a monthly basis for services provided at the hourly rates, as contained in Schedule B, for actual hours expended, or fractions thereof in quarter-hour increments, in consultative services as contained in Schedule A. IU5 shall not provide nor charge for additional services, beyond those identified in Schedule A without the prior written approval of the District.
- b. District agrees that it will pay IU5 for any invoiced amount within thirty (30) days of receipt, to cover costs to IU5 for providing the services as described on its invoice, in accordance with Schedule A.

5. **Confidentiality.** Both parties acknowledge that they are bound by state and federal laws regarding confidentiality, compilation, maintenance and release of educational records and agree to comply with the laws regarding the same, including but not limited to the Family Educational Rights and Privacy Act and its implementing regulations.

6. **Independent Contractors.** IU5 and the District enter this Agreement as Independent Contractors, and, except as expressly set forth herein, nothing contained in this Agreement shall be construed or implied to create an agency, partnership, joint venture, or employer/employee relationship between them.

7. **Indemnification.** The District acknowledges that, at all times, it is responsible for the delivery of direct services to the District's students requiring Language Instructional Education Program services. Consultative services provided by IU5 shall not be construed to alter this responsibility in any way. Accordingly, the District agrees that it shall defend, indemnify and hold IU5 harmless of and from any and all claims, suits, judgments, and demands whatsoever,

understandings, promises or agreement, directly or indirectly related to the agreements and the subject matters contained herein.

1. **Modification and Amendment.** This Agreement shall not be modified or amended except in writing, signed by both parties hereto, and which specific reference is made to this Agreement.

2. **Governing Law.** Disagreements shall be construed, interpreted, and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to the conflict of laws provisions. Any action which requires interpretation or application, or which would otherwise relate to enforcement of this Agreement shall be brought in the state or federal court sitting in Erie County, Pennsylvania, including the Erie County Court of Common Pleas and the United States District Court for the Western District of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, by their duly authorized representatives, as on the day and year first above written.

ATTEST:

NORTH WEST TRI-COUNTY
INTERMEDIATE UNIT NO. 5

By _____

By _____

Raina George, Board Secretary

, Board President

ATTEST:

Wattsburg Area School District

By _____

By _____

, Board Secretary

, Board President

SCHEDULE A

1. Provide phone conference support to the District's instructor and/or administration, as necessary upon request
2. Provide phone conference support to District personnel during months where student testing will occur
3. Provide ongoing technical support of the District instructor and/or supervisor, as requested
4. Attend meetings with District personnel as requested by District administration, depending upon availability

For Review

SCHEDULE B

<u>Services</u>	<u>Estimated Rates</u>
Language Instruction Supervisory Services	\$79.59/hour

1360039

For Review