

**CONTRACT for English as a Second Language Services  
Northwest Tri-County Intermediate Unit 5, 2016-2017 School Year  
«School»**

**Description of Services**

The Northwest Tri-County Intermediate Unit 5 (IU5) offers English as a Second Language (ESL) services for English Language Learners (ELLs). Services provided will assist member districts in meeting some of the requirements for their ESL program and support compliance with existing state and federal regulations. The IU5's ESL services include referral/intake, screening/assessment of language proficiency, individual or small group direct instruction, staff development, supervision, logistics/scheduling, alignment with school curriculum, and instructional and professional resources.

**Term**

The term of the contract shall be July 1, 2016 to June 30, 2017.

**Referral/Intake**

Students will be referred by the building's principal through the district ESL contact person directly to IU5, School Improvement Services, ESL Program Supervisor. Referral forms will be provided by IU5. Districts will refer students for a screening assessment which will be scheduled on an individual basis within recommended time guidelines.

**Assessments**

Assessment of the student's language proficiency will help determine the need for instruction in ESL, measure student progress, and assist in the decision to exit students from the ESL program. Assessment procedures and instruments may include:

- WIDA- Access Placement Test (W-APT)
- Student Observation
- Portfolio Assessment
- Performance Assessments
- Parent/Teacher Interview
- Proficiency Checklist/Running Records
- Informal Language Proficiency Assessments
- Assessing Comprehension & Communication in English State-to-State for English Language Learners (ACCESS for ELLs)

**Instruction**

Students will receive direct instruction individually or in small groups on a regularly scheduled basis. The extent of direct services will depend upon assessed students' needs and state-established guidelines for ESL instruction. The IU supervisor(s) and/or ESL teacher(s) will collaborate with district staff to develop a schedule for instruction based upon student needs and availability. Instruction in ESL will follow available planned course for English as a Second Language utilizing strategies and techniques appropriate for second language learners.

**Staff Development**

The IU5 Staff Development Program will focus on techniques, strategies, and use of appropriate materials for ESL instruction. All staff will be provided with the necessary training and be appropriately certified. Instructors will be knowledgeable in teaching students who are culturally and linguistically diverse. Throughout the school year, sessions will be planned for disseminating and sharing program information and instructional techniques and strategies. This time will not interfere with scheduled instructional time, if possible. IU5 ESL teachers will be encouraged to attend staff development opportunities offered by IU5, PDE, colleges/universities, or other entities that relate to instruction and/or skills and knowledge that improve interaction with English Language Learners or their families.

**Supervision**

IU5, School Improvement Services, will be responsible for program services, on-site supervision, and evaluation of the ESL teachers.

**Resource Materials**

Instructional, supplemental, and professional materials may be supplied by the Northwest Tri-County Intermediate Unit 5.

**Policies**

The ESL teachers employed by IU5 will follow policies as outlined in the IU5 Employee Handbook and/or supplemental contracts and the policies of the school districts, including their ESL district plan.

**Extended School Year**

Services under this contract may include Extended School Year (ESY) services, as determined by the District. ESY services shall be charged the hourly rate as determined based upon the IU5 teachers and staff provided, in accordance with the terms of this agreement.

**Termination**

Either party shall have the right to terminate this agreement, with or without cause, at any time upon thirty (30) days written notice. For these purposes, notice shall be given in writing to the parties at the following addresses:

Northwest Tri-County Intermediate Unit 5	«School»
School Improvement Services	«Address»
252 Waterford Street	«City», «State» «Zip»
Edinboro, PA 16412	

**Cost**

All ESL services will be provided at an hourly rate of \$55.40/hour. This rate includes the part-time teacher’s hourly rate, mileage, required minimal benefits for part-time staff, supervisory and clerical support, and minimal supply monies. At the end of the school year, all expenses will be reconciled to determine actual costs. Any extra funds will be returned to the district. If there are any expenses in excess of those funds collected, the district will then be invoiced by IU5.

The District will be billed for the designated number of hours a teacher is scheduled to work with a student, even when the student is absent. If a long-term student absence occurs, the district must notify the IU5 ESL Supervisor as soon as possible and the teacher’s schedule will be adjusted accordingly. This will enable IU5 to retain qualified teachers in the ESL program.

**Indemnification**

1. Acts of IU5 Teachers and/or Staff: IU5 shall defend, indemnify, hold free, and save harmless the District from any loss, action, demands, suits, judgments, and claims of any kind, including any expense, reasonable attorney’s fees or costs incident thereto, filed or presented by any person or entity in connection with, arising from, or in relation to the acts or omissions of IU5, its officers, employees, agents, or representatives arising out of or from this agreement.
2. Acts of the District Teacher, Staff, or Students: The District shall defend, indemnify, hold free, and save harmless the IU from any loss, action, demands, suits, judgments, and claims of any kind, including any expense, reasonable attorney’s fees or costs incident thereto, filed or presented by any person or entity in connection with, arising from, or in relation to the acts or omissions of the District, its officers, employees, agents or representatives, or students arising out of or from this agreement.

**Modification**

This Agreement constitutes the entire agreement between the parties; there are no other agreements between them except as specifically identified in this agreement. All prior oral and written agreements and understandings not expressly identified or incorporated herein are null and void. Any modification to this agreement must be made in writing and signed by all parties.

Please determine your intent to participate in IU5’s ESL Consortium by affixing your authorized school representative signature below.

\_\_\_\_\_  
School District Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director  
Northwest Tri-County Intermediate Unit 5

\_\_\_\_\_  
Date