

**CONTRACT for Language Instructional Education Program Services  
Northwest Tri-County Intermediate Unit 5, 2021-2022 School Year  
Warren County School District**

**Description of Services**

The Northwest Tri-County Intermediate Unit 5 (IU5) offers a Language Instructional Education Program (LIEP) for English Learners (ELs). Services provided will assist member districts in meeting some of the requirements for their LIEP and support compliance with existing state and federal regulations. The IU5's LIEP 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, 2021 to June 30, 2022.

**Referral/Intake**

Students will be referred by the building's principal through the district LIEP contact person directly to IU5, School Improvement Services, LIEP 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 the LIEP, measure student progress, and assist in the decision to exit students from the program. Assessment procedures and instruments may include:

- WIDA Screener
- 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 Learners (ACCESS for ELs)
- Measure of Developing English Language (MODEL)
- Reclassification Inventory

**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 the LIEP. The IU supervisor(s) and/or LIEP teacher(s) will collaborate with district staff to develop a schedule for instruction based upon student needs and availability. Instruction in the program will follow available planned course content utilizing strategies and techniques appropriate for ELs.

**Staff Development**

The IU5 Staff Development Program will focus on techniques, strategies, and use of appropriate materials for the LIEP. 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 LIEP 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 ELs or their families.

**Supervision**

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

**Resource Materials**

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

### **Policies**

The LIEP 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 LIEP 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  
Improvement Services  
252 Waterford Street  
Edinboro, PA 16412

Warren County School District School  
Attn: Director of Pupil Services  
6820 Market Street  
Russell, PA 16345

### **Unavailability of Staff**

In the event IU5 is unable to find and hire qualified staff for LIEP services and provides written notice to the District, the district may terminate this contract immediately. IU5 shall not be liable for claims for damages or costs of the District or any third party arising from its inability to find and hire qualified staff in a timely manner.

### **Cost**

All LIEP services will be provided at an hourly rate of \$55.90/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 hourly time and mileage associated with a teacher travelling to work with a student when the student is absent, but only if the teacher makes the trip without knowledge of the student's absence. If a long-term student absence occurs, the district must notify the IU5 LIEP Supervisor as soon as possible and the teacher's schedule will be adjusted accordingly. This will enable IU5 to retain qualified teachers in the LIEP.

### **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. This provision shall survive the termination of this Agreement. Nothing in this provision shall in any way limit IU's right to assert any and all legal and equitable defenses including, but not limited to, immunity and/or damage limitations.

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. This provision shall survive the termination of this Agreement. Nothing in this provision shall in any way limit District's right to assert any and all legal and equitable defenses including, but not limited to, immunity and/or damage limitations.

### **Force Majeure**

Notwithstanding anything to the contrary contained herein, neither party shall be liable to the other for any delays or failure in performance of obligations hereunder resulting from acts beyond its reasonable control, including, but not limited to, acts of God, acts of war, civil unrest or terrorism, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, loss of data due to power failures or mechanical difficulties, labor difficulties, pandemic or the effects of a national, state or local emergency as declared by the appropriate elected

official(s) of the jurisdiction (each, a "Force Majeure"). Notwithstanding the foregoing, in the event of a Force Majeure, and to the extent permitted, practicable or possible, each party agrees to make a good faith effort to perform its obligations hereunder and/or to negotiate an addendum to this Agreement to reflect an amended Scope of Work and compensation therefore. If either party is unable to perform due to a Force Majeure, neither party is obligated to perform during the period affected by the Force Majeure.

#### **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, approved by District's Board of School Directors at a public meeting held in compliance with the Pennsylvania Sunshine Act, and signed by all parties.

#### **Preparation of Agreement**

The parties hereto agree that this Agreement has been prepared by the combined efforts of the parties hereto and their respective attorneys, with all parties having been represented by counsel, and that the language used herein is not to be construed either in favor of, or against, any party hereto in the event that a Court determines that any provision of this Agreement is ambiguous, or otherwise.

#### **Savings Clause**

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.

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

\_\_\_\_\_  
President, Board of School Directors

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Secretary, Board of School Directors

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

