



# Riverview Intermediate Unit, #6

## Terms of Service Agreement

The following Terms of Service is Effective for July 2018 – June 2019,

Between: Central Intermediate Unit #10  
345 Link Road  
West Decatur, PA 16878

And: Riverview Intermediate Unit, #6  
270 Mayfield Rd.  
Clarion, PA 16214

1. Services Provided:

Central Intermediate Unit #10 will provide the following Special Education Services for the 2018-19 School year:

- Teacher of the Deaf and Hard of Hearing

2. Calculation of Fees for Services:

Service	2018 – 2019 Estimated Cost	Comments
Teacher of the Hearing Impaired	\$61,776.80	Fee for service. Hourly rate is determined by caseloads and will be adjusted during the year as caseloads change. Estimated Hourly rate <b>\$199.28 (estimated 310 hours per year)</b>
<b>Total</b>	<b>\$61,776.80 + Mileage</b>	

### Notes:

Cost estimates for 2018- 2019 are based upon 1<sup>st</sup> & 2<sup>nd</sup> quarter billing and caseload surveys from the previous year.

An increase of 6.0% was added to account for increases in salary and benefit costs.

The charge for the **Teacher of the Hearing Impaired** is determined by calculating the total cost of the service (teacher salaries, benefits, mileage, books and materials) and dividing by the total hours of service provided thus determining the hourly rate. Districts are then charged for the hours of actual service (direct service, consultation, screenings, evaluations, etc.). Fluctuations in the hourly rate will occur during the year as the initial hourly rate is based on anticipated hours of service to be provided versus actual hours of service provided. Changes in caseload will impact the hourly rate.

3. Liability:



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- a. The CIU # 10 agrees to indemnify, defend, and hold harmless both Riverview Intermediate Unit, #6 and any director, officer, agent or employee of Riverview Intermediate Unit, #6 against all claims, damages, losses, or penalties that result either from the acts or omissions of the administrative, professional, paraprofessional, or support staff provided by the CIU # 10 under the terms of this agreement or from the maintenance or operation of any equipment or vehicles provided or used by the CIU # 10 under the terms of this agreement. The CIU # 10 shall maintain sufficient liability insurance for this purpose.
  - b. Riverview Intermediate Unit, #6 agrees to indemnify, defend, and hold harmless both the CIU # 10 and any director, officer, agent, or employees of the CIU # 10 against all claims, damages, losses, or penalties that result either from the acts or omissions of the administrative, professional, paraprofessional or support staff of U#10 or from the maintenance, use, or operation of any real property, equipment, or vehicles. Riverview Intermediate Unit, #6 shall maintain sufficient liability insurance for this purpose.
  - c. None of the administrative, professional, paraprofessional, or support staff provided by the CIU # 10 under the terms of this agreement shall be considered employees or agents of Riverview Intermediate Unit, #6 for any purpose, and none of the administrative, professional, paraprofessional, or support staff of Riverview Intermediate Unit, #6 shall be considered employees or agents of the CIU # 10 for any purpose. The CIU # 10 agrees to indemnify, defend, and hold harmless Riverview Intermediate Unit, #6 against all claims, damages, losses, or penalties resulting from any determination, whether judicial, administrative or otherwise, that any of the foregoing staff members provided by the CIU #10 under the terms of this agreement is an employee or agent of Riverview Intermediate Unit, #6. Riverview Intermediate Unit, #6 agrees to indemnify, defend, and hold harmless the CIU # 10 against all claims, damages, losses, or penalties resulting from the determination, whether judicial, administrative or otherwise, that any of the foregoing staff members provided by Riverview Intermediate Unit, #6 under the terms of this agreement is an employee or agent of the CIU # 10.
  - d. This agreement is intended to and shall be construed as consistent with all applicable state and federal laws in effect on the above date. To the extent that the law is construed as inconsistent with the language of this agreement, the law shall supersede the language as the contractual expression of the parties' intent and may be enforced as such.
4. This agreement constitutes the entire agreement and understanding between the CIU # 10 and Riverview Intermediate Unit, #6 concerning the programs and services to which it applies. It supersedes and repeals all prior or contemporaneous agreements and



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understanding, written or oral on this subject. Any modification to this agreement shall be in writing executed by the legal representatives of the parties.

5. While it is the intent of both parties to honor the provision of this agreement, both reserve the right to terminate the agreement due to any unforeseen actions by non-contract parties such as the Pennsylvania Department of Education. Such termination shall be effected in a manner that maintains the rights of students, parents and CIU # 10 employees.
6. Both parties agree to provide a 60-day notice prior to early termination to the contact.

7. Signatures:

Central Intermediate Unit – IU10

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Executive Director      *[Signature]*      10-17-78      Date

Riverview Intermediate Unit, #6

\_\_\_\_\_  
Superintendent      \_\_\_\_\_  
Date