

AGREEMENT BETWEEN

BUCKS COUNTY INTERMEDIATE UNIT #22 AND FRANKLIN TOWNSHIP SCHOOL DISTRICT

This Agreement is entered into this15th day of <u>December</u>, 20 <u>15</u> by and between the Bucks County Intermediate Unit #22, 705 N. Shady Retreat Road, Doylestown, PA 18901, hereinafter referred to as the "Provider" and <u>Franklin Township School District</u> located at <u>226 Quakertown Road</u>, <u>Quakertown</u>, NJ 08868, hereinafter referred to as "District."

WHEREAS, the Provider will provide the following services:

Educational Technology Professional Development

NOW, THEREFORE, the Provider and the District agree as follows:

- 1. Date of Presentations:
 - October 7, 2015 Google Education Boot Camp Day 1 8:10 a.m. to 10:40 a.m.
 - November 11, 2015 Google Education Boot Camp Day 2 8:10 a.m. to 10:40 a.m.
 - December 9, 2015 Differentiated Instruction with Visual Learning 8:10 a.m. to 10:40 a.m.
- 2. District agrees to indemnify and hold harmless the Provider, its Directors, officers, agents, workers, servants, contractors, subcontractors or employees from any and all claims, demands, causes of action, suits, damages, costs, expenses, including attorneys' fees, which arise directly or indirectly, in whole or in part, as a result of any willful or negligent act or omission of the Provider.
- 3. Provider shall not discriminate against any person because of race, color, religious creed, ancestry, national origin, age, sex, gender or handicap/disability in performing the duties and/or services required by this Agreement.
- 4. District acknowledges and agrees that Provider has developed writings, drawings, designs and other works of authorship that Provider may use in the course of performance of this Agreement. District agrees that all such materials developed by and/or used by Provider are not works for hire and that Provider is the sole and exclusive owner of all such materials and any copyrights therein.
- 5. District shall pay the Provider the following compensation for services provided under this Agreement:
 - \$600 per presentation
 - Invoice will be submitted to the District by the Provider immediately following each session.
 - Payments shall be made within 30 calendar days following the District's receipt of invoices by the Provider.
- 6. Any change in this Agreement may be accomplished only by a written amendment executed by both District and Provider.
- 7. This Agreement may be terminated upon 90 days written notice by either party. If the Agreement is terminated, the District is expected to pay the Provider for services rendered up to the date of termination.

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- Neither the Provider nor District may assign or transfer any interest in this Agreement without prior 8. written consent of both parties.
- Any notice permitted or required under this Agreement shall be in writing and signed by the party 9. giving or serving the same, and shall be served by either by personal delivery or certified mail to the following persons and at the following addresses:

Provider;	District:
Bucks County Intermediate Unit #22	Franklin Township School District
Attn: Brandon Lutz	Attn: Dr. Carol Fredericks
705 N. Shady Retreat Road	226 Quakertown Road
Doylestown, PA 18901	Quakertown, NJ 08868

This Agreement includes the terms and conditions set forth in this document. This Agreement 10. constitutes the entire understanding and agreement between the parties.

This Agreement is signed below by the duly authorized representatives of the parties:

FRANKLIN TOWNSHIP SCHOOL DISTRICT

BUCKS COUNTY INTERMEDIATE UNIT #22

Dr. Carol Fredericks, Superintendent

(Signature)

Recommended By: Michael J. Masko, Ed.D Deputy Executive Director (Name and Title)

Approved By:

Board President

Date:

Attest:

Board Secretary

Date:

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