

- 1 Description of Services to be Rendered.
 - 1.1 This contractual agreement ("Agreement") is entered into by and between New Berlin #16 (Local Education Agency) and Education Lane ("Consultant") to provide professional learning opportunities and services to be delivered to Local Education Agency by Consultant and to specify the costs, scope, and administration of those supports and services as provide herein.
 - 1.2 Services provided by Consultant shall be based on the unique needs of the students, staff, and community within the District/School. Further, every service provided by Consultant shall be centered on the principle of equity so that each activity has the effect of providing additional supports to the students that need the most supports. Service to be rendered under this Agreement are set forth in Exhibit A, which is attached hereto and incorporated herein by reference.
- 2 Pricing
 - 2.1 Education Lane, LLC will invoice each Local Educational Agency separately for its actual share of the costs of the supplies or services purchased. The credit or liability of each Local Educational Agency shall remain separate and distinct.
 - 2.2 Local Educational Agency shall remit payment for services once the Project funds are available. One invoice will be sent monthly for all expenses incurred each month. Invoices will be sent the last day of the month and will be remitted to Education Lane, LLC within 30 days.
- 3 Operation
 - 3.1 District administrators shall collaborate and cooperate with Education Lane, LLC in providing the services.
- 4 Terms of Agreement
 - 4.1 The term of this Agreement shall be the school year 2022 commencing July 1, 2022 and terminating on June 30, 2023.
 - 4.2 The parties may extend this Agreement for additional periods, contingent on sufficient funding, upon mutual written consent and notwithstanding any contrary provision in this Agreement. Either party may terminate the Agreement for cause thirty (30) days after written notice to cure is given and provided no cure has been made within the said thirty (30) days; furthermore, either party may terminate this Agreement without cause upon ninety (90) days written notice. All notices hereunder shall be certified mail with return receipt and shall be deemed effective as of the date received.
- 5 Both parties understand and agree that Education Lane, LLC and its agents, employees and representatives are independent contractors responsible to its own employees, representatives, and agents, for all insurance coverage, including, but not limited to public liability, personal medical and health, and workmen's compensation insurance, as appropriate.
- 6 Education Lane, LLC will abide by all federal and state regulations.
- 7 To the extent permitted by law, both parties shall defend, indemnify, and hold harmless the other party against any and all liability, claims, and expenses of whatever kind and nature for injury to or death of any person or persons and for loss of or damage to any property occurring in connection with or in any way incidental to or arising out of either party's occupancy, use, operation, or

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performance of work hereunder, resulting in whole or in part from the acts or omissions of the indemnifying party or its personnel. Both parties specifically represent that this agreement for indemnification does not waive any statutory immunity to which they, or either of them, may be entitled by law, nor does it create any rights of action in any third part. The indemnified party shall promptly notify, in writing, the indemnifying party of any such claim or suit and shall cooperate fully with the indemnifying party in defense and/or settlement thereof.

8 This Agreement is effective July 1, 2022, by and between New Berlin #16 and Education Lane, LLC.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year set forth below.

District	Consulting Firm:		
By:	Ву:		
Name:	Name: <u>Cathleen J Weber</u>		
Title:	Title: <u>Manager</u>		
Date:	Date: <u>5.13.22</u>		

Consultant is NOT an approved learning partner. Services may be paid through allocations in Title II for professional development activities, ESSER III to address learning loss, or from the Local Education Fund. Consultant cannot be paid out of the IL-EMPOWER 1003 grant after June 30, 2022.

Services delivered will be invoiced monthly. No fee will be charged for events cancelled if consultant does not leave residence before notice is given. No mileage charged.

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EXHIBIT A – Scope of Services

Scope of Services	Timelines	Deliverables	Costs
Coaching & consultant		CDP, ESSER III	
for grant expenditures	7.1.22 thru	Title I, II, III, IV	\$75 per hour
and grant coordination	6.30.23	Other mutually agreed upon	Time determined by supt.
of funding.		grants.	
JH/HS Math Classroom	8.8.22	Establishing math classroom	
Expectations	10-12	expectations, including	2 hrs X \$200=
-		mnemonic devices,	\$400
		vocabulary, etc	
PK-3 Math Priority	8.8.22		1.5 hrs X \$200 =
Learning Standards	12:30-2	PD to staff	\$300
K-8 PAN Data Analysis	8.16.22	Pearson Access Next ELA and	
-	1.5 hrs	Math reports: define reports,	1.5 hrs X \$200 =
		evaluate data, provide staff	\$300
	Need TIME	with connection to grade level	
	Other	standards	
	discussion?	Activity: Staff indicate	
		standards taught & mastered	
Classroom	9.7.22	Observation(s) – 3 hrs.	
Observations /	9.21.22	Individual classrooms	8 days X 4.5 hrs X \$200 =
Feedback	1.18.23		\$7200
	2.1.23	2:20-4 PM – 1.5 hrs.	
	3.1.23	Teacher agreements & details	
	4.5.23	of PD for FY23	
	4.19.23		
	5.323		
Math Practices		Observation(s) – 3 hrs.	
Extended Response	9.23.22	12:30 – 2 1.5 hrs.	4.5 hrs X \$200=
-		Gr 3-8, 8 Math Practices	\$900
		Extended Response	
TBD	11.2.22		3 days X \$600=
	11.10.22	½ day SIP (3 hrs)	\$1800.00
	5.5.23		
TBD	1.4.23	9–12 3 hrs.	\$600.00
		TBD	
Additional services	7.1.22 thru	Onsite PD for staff,	
	6.30.23	observations, coaching of staff	\$200 per hour
		Total	\$11,400

Dates are subject to change depending on staff availability.

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revised 5.13.22

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