

# ATTACHMENT #2 - November 21, 2023

## PSYCHOLOGICAL TESTING AND TRANSLATION SERVICES AGREEMENT

Warwick School District

Student Services

2023-2024 School Year and Extended School Year

This Psychological Testing and Translation Services Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the Warwick School District, having an office at 301 West Orange Street, Lititz, PA 17543 (the “District”), and Karah Molesevich, 212 Rocky Knob Way, Mountville, PA 17554, (the “Contractor”) to provide Psychological Testing and Translation to the District’s identified Special Education Students beginning on the \_\_\_\_ day of \_\_\_\_\_ 2023 and ending on the last day of the 2023-2024 school year.

It is agreed that the following provisions will apply:

1. The Contractor will be an independent contractor to the District.
2. The Contractor will provide psychological testing and translation services to the District.
3. Services to be provided include psychological testing and translation as outlined in the scope of work attached hereto as Exhibit “A”, and incorporated by reference.
4. The Contractor will maintain Professional and General Liability insurance coverage in the for \$1 million per occurrence/\$3 million annual aggregate for the term of this Agreement. Adequate coverage shall remain in full force and effect for the duration of this Agreement.
5. Compensation: The District will pay the Contractor the following to provide services for the term of the Agreement:
  - Basic in person or virtual evaluations - \$1,600.00 (minimum plus mileage)
  - Cognitive Assessment - \$600.00
  - Academic Achievement Assessment - \$500.00
  - Report (Testing write up, observations, parent input, student interview, recommendations) - \$500.00
  - Behavior Rating Scale - \$100.00
  - Mileage at \$0.56 per mile within 2-hour radius
  - Summary Report in Spanish if requested by district - \$500.00
6. Invoices will include dates, times and description of services provided and will be submitted to the Director of Special Education and/or other individual(s) designated by the District. The District will provide payment of undisputed amounts to the Contractor within 30 days of receipt of submitted invoices.

Karah Molesevich  
212 Rocky Knob Way  
Mountville, PA 17554

7. The District will be notified in writing if the Contractor should ever be charged or convicted of any criminal activity or child abuse.
8. The term of the Agreement shall be for the period of \_\_\_\_\_, 2023 until the end of the 2023-2024 school year. This Agreement shall automatically renew annually, until such time as either Party terminates the Agreement.
9. The school calendar and work schedules for the Contractor and the District will coincide. If the Contractor cannot provide services on the contractual days, prior notice will be made to the Director of Special Education.
10. Independent Contractor Relationship: The parties agree that (i) no agency or employment relationship is created by this Agreement; and (ii) the Contractor is, and shall at all time during and after the terms of this Agreement be, an independent contractor to the District.
11. FERPA: Contractor specifically acknowledges and represents that Contractor is aware of her obligations under the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232g; 34 C.F.R. Part 99) to maintain confidentiality of pupil educational records of the District.
12. Termination: Either party may terminate this Agreement immediately if the other party materially breaches any provision of this Agreement and if the breach cannot be cured. Either party may terminate this Agreement without cause by providing at least sixty (60) days advance written notice to the other party.
13. Indemnification: Each party, to the extent permitted by law, agrees to indemnify, defend, and hold harmless the other party, from and against any and all claims, demands, damages, liabilities, expenses, losses of every nature and kind, sustained or alleged to have been sustained in connection with or arising out of the performance under this agreement. However, neither party will be obligated to indemnify the other party in connection with any damage, loss, or injury resulting from the other party's sole negligence or willful misconduct. Notwithstanding the foregoing or any other provision of this Agreement, nothing in this Agreement shall be deemed a direct or indirect waiver of or limitation to any sovereign or governmental immunity, in any respect, (including, without limitation, under the Pennsylvania Political Subdivision Tort Claims Act), or impose liability, directly or indirectly, from which it would otherwise be immune under applicable law.
14. Applicable Law: This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. The parties agree that venue for any action arising out of or relating to this Agreement will be in a state or federal court serving Franklin County, Pennsylvania. The parties hereby consent to the jurisdiction of said courts and hereby waive any other jurisdiction.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

**Karah Molesevich**

**Warwick School District**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Invoice for Private Psychological Testing and Translation**

**Karah Molesevich**

**212 Rocky Knob Way, Mountville PA 17554**

**School District-** Warwick School District

**Contact-** Colleen Heckman

**Student Name-**XXXXXXXXXX

### **Fees for Services Provided**

Fees are charged per assessment, often cognitive and achievement testing in English and Spanish or nonverbal assessments are needed depending on the case. Brief assessments are charged at half the cost of a full assessment. *Example: if a full Spanish achievement and 4 literacy achievement subtests in English administered bilingually are also needed, the fee for the achievement assessments would be \$500.00 + \$250.00 = \$750.00.* Once a Full-Scale score is obtained or 6 subtests, a full assessment fee is charged.

The minimum fee for an invoiced basic evaluation is **\$1,600.00** plus mileage for in person evaluations within the testing radius. A basic evaluation consists of a cognitive assessment, achievement assessment, and report. The basic evaluation fee for virtual testing is **\$1,600.00**. Total costs can be higher if multiple rating scales, achievement tests, and cognitive assessments are needed. The evaluator determines which tests are appropriate but will give the district an estimate prior to starting the evaluation upon request. Consultations are also included in the basic evaluation fee, so the district and evaluator agree to a tentative testing plan prior to testing.

Cognitive Assessment- \$600.00

Academic Achievement Assessment - \$500.00

Report (Testing write up, observations, parent input, student interview, recommendations)  
\$500.00

Behavior Rating Scale- \$100.00

Mileage at \$0.56 per mile within 2-hour radius

Summary Report in Spanish if requested by district- \$500.00

**Date Invoice provided to district:**

**Invoice due by ///** (unpaid invoices are charged a 10% interest rate for each month they are not paid per contract)

**Contact information:**

**Karah Molesevich**

**570-205-0495**

**[molesevichk@gmail.com](mailto:molesevichk@gmail.com)**