



2 West Lafayette Street | Norristown PA 19401 | 610-755-9400 | www.mciu.org

PAYROLL ADMINISTRATION SERVICES AGREEMENT

This Agreement ("Agreement") is made as of this 22nd day of July 2026 by and between Montgomery County Intermediate Unit No. 23, a Pennsylvania intermediate unit, with its principal place of business at 2 West Lafayette Street, Norristown, Pennsylvania 19401 ("MCIU") and the School District of Jenkintown, a Pennsylvania public school entity, with its principal place of business at 325 Highland Avenue, Jenkintown, PA 19046 ("District").

BACKGROUND

MCIU, as a regional educational service agency, provides support to school entities in Montgomery County for various needs. The District has requested MCIU to provide payroll administration/accounting support services to the District based upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound hereby agree as follows:

1. **Provision of Payroll Administration/Child Accounting Support Services.** MCIU shall furnish a worker ("Worker") to the District for payroll administration/child accounting support services in accordance with mutually agreed upon hours and supports.
2. **Rate.** MCIU shall bill the District for the Worker provided to the District pursuant hereto, an amount of \$109,800 for the work to be performed under this contract beginning on July 1, 2026 and ending June 30, 2027.
3. **Term.** The term of this Agreement shall be valid July 1, 2026 until June 30, 2027, subject, however, to the right of either party to terminate this Agreement upon thirty (30) days' written notice to the other.
4. **Independent Contractor.** MCIU understands that in performing this Agreement, MCIU is acting in the capacity of an independent contractor, and the MCIU shall not be an agent, servant, partner, or employee of the District. District hereby indemnifies and holds the MCIU, its agents, servants, employees, board members and assigns, harmless from any and all claims, assessments, or liabilities associated with any investigation, litigation or administrative action relating to the District's utilization of the MCIU's services covered by this Agreement.
5. **Insurance.** The MCIU and the District will both carry appropriate insurance coverages throughout the entire term of the performed services. The District will add the MCIU Single Point of Contact as an additional insured on the District liability policy.

6. Force Majeure. The MCIU shall not be deemed in breach of this Agreement if the MCIU is unable to complete the services or any portion thereof by reason of fire, earthquake, labor dispute, act of God or public enemy, death, illness, or incapacity of the principal employee assigned by the MCIU to handle this service or any local, state, federal, national, or international law, governmental order, or regulation or any other event beyond the MCIU's control (collectively, "Force Majeure Event"). Upon occurrence any Force Majeure Event, the MCIU shall give notice to the District of its ability to perform or of delay in completing the services and shall propose revisions to the schedule for completion of the services.

7. Severability. If any term, provision or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and the invalid provision shall be given the greatest degree of force and effectiveness possible, given the intent of the parties.

8. Consents. MCIU and District acknowledge and agree that all necessary approvals and consents have been obtained in connection with the execution of this Agreement and that each party signing this Agreement on behalf of the District and the MCIU has the full and complete authority to do so.

9. FERPA. MCIU and its agents, employees, and independent contractors understand that MCIU and its employees will have access to certain confidential information, including, but not necessarily limited to student records and information, and disability records and information and that "personally identifiable information" in those records is confidential and may not be disclosed without written consent of the District and the parent or eligible student. MCIU and its agents, employees, and independent contractors agree to use the data and documents obtained, collected and created in the course of performing services under this Agreement or the personally identifiable information contained therein for no purpose other than to perform services under this Agreement for the student whose personally identifiable information is at issue. MCIU and its agents, employees, and independent contractors further agree not to share data or documents received during the course of performing services under this Agreement with any other entity, except to the extent required to comply with the terms of this Agreement. MCIU and its agents, employees, and independent contractors agree to maintain all data and documents and copies thereof, including any modifications or additions to the data or documents from any source that contains personally identifiable information of students, obtained in the course of performing services under this Agreement in a secure computer environment and not copy reproduce or transmit data and documents obtained except as necessary to perform services under this Agreement. MCIU and its agents, employees, and independent contractors further agree to destroy all data obtained when it is no longer needed for the purpose for which it was obtained and will not maintain data beyond the time period reasonably needed to perform services under this Agreement. All data and documents no longer needed shall be returned to the District or destroyed in compliance with 34 CFR Section 99.35(b)(2).

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement on the day and year first above written.

Date _____

Attest: _____

Name: _____

Date _____

Attest: _____

Name: _____

Title: _____

Montgomery County Intermediate Unit #23

By: _____

Name: Zachary Trump

Title: Director of Business Services

School District of Jenkintown

By: _____

Name: _____

Title: _____