



CONTRACT AGREEMENT

This agreement is between the:

CHESTER COUNTY INTERMEDIATE UNIT ("CCIU")

and the

CONESTOGA VALLEY SCHOOL DISTRICT ("Educational Entity")

The term of this intergovernmental agreement shall be July 1, 2026 to June 30, 2027.

During the terms of this agreement, the CCIU shall provide for the Educational Entity and the Educational Entity shall purchase from the CCIU services listed and fully described in the attached appendices, pursuant to terms set forth therein. Unless specifically provided otherwise, the Educational Entity agrees to pay CCIU or its third party provider, where applicable, for services to be rendered according to the most recently adopted marketplace price schedule. CCIU, or its third party provider, where applicable, will issue invoices to the Educational Entity at the end of each marking period or as services are provided. Payment is due within 30 days of receipt of invoice.

The CCIU shall indemnify and hold harmless, and upon request, defend the Educational Entity and its board members, officers, directors, employees, consultants, attorneys, and agents from and against all liabilities, losses, costs, fines and expenses of every kind (including but not limited to reasonable attorney fees and costs of litigation) ("the Indemnified Claims") relating to the services provided by the CCIU under this Agreement but only to the extent that it is judicially determined that such Indemnified Claims resulted from the actual negligence or fault of the CCIU.

Except in the case of negligence by CCIU or deliberate and willful violation of applicable law or the explicit written instructions or written directives of the Educational Entity, the Educational Entity's exclusive remedy for the breach of this agreement by the CCIU shall be termination of the agreement.

The Educational Entity shall indemnify and hold harmless, and upon request, defend the CCIU and its board members, officers, directors, employees, consultants, attorneys, and agents from and against all liabilities, losses, costs, fines and expenses of every kind (including but not limited to reasonable attorney fees and costs of litigation) relating to the services provided by the CCIU under this Agreement unless it is judicially determined that the CCIU was at fault.

To the extent that any applicable insurance policy contains coverage for contractual liability, the indemnity provisions contained herein shall be interpreted and construed to the extent possible as to bring the contractual limitation within the coverage of the applicable insurance policy. This indemnity duty shall survive the termination or expiration of this Agreement.

[If applicable]: The School Entity and CCIU understand that, by virtue of their performance under this Agreement, they may possess access to educational records protected under the Family Educational Rights and Privacy Act of 1974 (FERPA) where one or both parties act in the capacity of a person with a legitimate educational interest. The School Entity and CCIU acknowledge that the intentional disclosure of any FERPA protected information to any unauthorized person could subject the school to civil penalties imposed by law. The School Entity and CCIU further acknowledge that such willful or unauthorized disclosure also violates each school's policies and could result in immediate termination of this Agreement.

No assignment of this agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto.

This agreement shall be governed by the laws of the Commonwealth of Pennsylvania. In the event any

provision of this agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this agreement, which shall remain in full force and affect enforceable in accordance with its terms.

In witness whereof, the parties hereto intending to be legally bound have executed this Agreement for the term indicated. Acceptance of the services which are the subject of this Agreement shall constitute acceptance of the terms of this Agreement unless explicitly agreed otherwise by the CCIU.

Educational Entity

Chester County Intermediate Unit

BY: _____
Signature

BY: _____
CCIU Board President

Title

BY: _____
Board Secretary

DATE: _____

DATE: _____