

Lancaster-Lebanon Intermediate Unit 13 Agreement for ELD Services to CTC Students

This Agreement is entered between Conestoga Valley School District
and Lancaster-Lebanon Intermediate Unit 13.

Statement of Work:

IU13 will provide English Language Development services to District students enrolled in Lancaster County Career and Technology Center (LCCTC) noted on the Exhibit A (Projected Enrollment).

Contract Term:

July 1, 2026 – June 30, 2027

Payment Terms:

The cost of these IU13 services will be based on minimum and maximum enrollment numbers for the 2026-2027 school year.

If 30 full day students are enrolled, the estimated cost per student for 26-27 would be \$10,770.07

If 60 full day students are enrolled, the estimated cost per student for 26-27 would be \$5,385.03

“Exhibit A – Projected Enrollment” completed by your district outlines the students enrolled at the LCCTC this year. The cost for these services is projected under a model of pooled resources and shared risk. A full reconciliation of actual costs will be completed by August 31, 2027, and your district will be billed for your portion of the program cost based on actual enrollment of eligible students.

Costs will be billed using the following schedule:

25% - November 30, 2026

25% - January 31, 2027

25% - March 31, 2027

25% - August 31, 2027 (Reconciled cost)

Conestoga Valley School District will be billed the total estimated cost of \$30,905.38. The year-end reconciliation associated with this agreement will be completed and forwarded to the District by August 31, 2027. A check for the credit adjustment or an invoice for the surcharge adjustment will be sent to the District by August 31, 2027.

Terms and Conditions:

1. Both parties are protected under the Commonwealth of Pennsylvania’s Tort Claims Act (Act), and as such, cannot and shall not be held responsible or otherwise

liable for those actions or inactions specifically enumerated under the Act. Based on the foregoing, each party agrees to protect, indemnify, and hold harmless the other party and its agents, employees, directors, officers, affiliates, consultants, and/or contractors from and against any and all damages, injuries (including bodily injury, dismemberment, and/or death), claims, liabilities, and costs (including reasonable attorneys' fees), which arise or may be suffered or incurred in whole or in part as a result of the acts or omissions of the indemnifying party, its agents, employees, directors, officers, affiliates, consultants, and/or contractors, and whether arising under this Agreement, to the extent permitted by law.

2. Either Party may terminate this Agreement with 30 days written notice. In the event both Parties wish to mutually terminate this Agreement, the date of termination shall be as agreed by the Parties without regard to the notice provision.

3. Force Majeure. Neither party will incur any liability to the other if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God, war or terrorism, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, a national or Commonwealth of Pennsylvania emergency, disease, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, general strikes throughout the trade, work stoppages, accidents and freight embargos. and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts. Either Party shall orally notify the other within forty-eight (48) hours and notify within five (5) days of the date on which the party becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effects on performance, (ii) state whether performance under the Agreement is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. After receipt of such notification, either party may elect to cancel this Agreement, or to extend the time for performance as reasonably necessary to compensate for the delay.

4. This contract cannot be modified or changed without a contract Amendment signed by both IU 13 and the Conestoga Valley School District.

5 The person signing this Agreement on behalf of the School District individually warrants that he or she has full legal power to execute this Agreement on behalf of the School District, and to bind and obligate the School District with respect to all provisions contained in this Agreement.

Lancaster Lebanon Intermediate Unit 13

Date

District Representative

Date