

LANCASTER-LEBANON INTERMEDIATE UNIT 13 (LLIU13)
CONTRACTED SERVICES AGREEMENT
ENGLISH LANGUAGE DEVELOPMENT SERVICES
School Year: 2026-2027

The contract for English Language Development (ELD) services (“Agreement”) is made on August 2, 2026 by and between Lancaster Lebanon Intermediate Unit 13 (LLIU13) and Conestoga Valley School District.

BACKGROUND

LLIU13 has extensive background and expertise in providing English Language Development (ELD) services. Conestoga Valley School District desires to obtain ELD services from LLIU13, which is willing to provide services in accordance with the terms and conditions of this Agreement.

1. Engagement: Conestoga Valley School District has identified a need for ELD school-based services at Lancaster Mennonite and desires to engage LLIU13 in the fulfillment of that need. LLIU13 agrees to provide such services through appropriately certificated teachers.
 - a. The following services will be provided: Assessment, instruction, consultation
 - b. The following students will be serviced: ELs students identified
2. Term: The term of Agreement is the aforementioned school year.
3. Professional Services: LLIU13 ESL teacher(s) will conduct testing, prepare and deliver instruction as requested by Conestoga Valley School District. LLIU13 teacher(s) will prepare appropriate documentation concerning the services rendered. LLIU13 and Conestoga Valley School District each represent that ELD services will be requested and provided without regard to race, color, religion, creed, gender, disability, age, genetics, national origin and/or any other characteristic protected by applicable law.
4. Qualifications: All ESL teachers employed by LLIU13 shall be properly credentialed and experienced with respect to the services required.

Section 1-111 of the Pennsylvania School Code requires that employees of independent contractors obtain criminal background checks and child abuse history clearance records. LLIU13 will secure a criminal record check from the Pennsylvania State Police and a child abuse history clearance record for each teacher who will have direct contact with students. Hempfield School district will provide affidavits of clearances upon request from LLIU13.

5. Service Rates: LLIU13 services will be billed at the rate of **\$117** per hour plus applicable mileage for the current school year. This rate applies, but is not limited to, on-site evaluation/consultation/instruction time, off-site follow-up documentation/consultation time. An itemized invoice form detailing specific student services rendered quarterly will be generated and furnished to Conestoga Valley School District for instructional services provided. Total contract will not exceed \$17,930.84.

6. Billing Procedures: LLIU13 will invoice Conestoga Valley School District for services on a quarterly basis with payment due thirty (30) days from the invoice date.
7. Independent Contractor: LLIU13 is and shall remain an independent contractor for the performance of the services set forth in this Agreement; the relationship between LLIU13 and Conestoga Valley School District shall be that of an independent contractor and principal. Conestoga Valley School District shall not provide any other compensation or benefit to, or for the benefit of, any ESL teacher(s) rendering services under this Agreement. Nothing contained in the Agreement will be construed to constitute LLIU13, or any ESL teacher providing services, as an employee or agent of Conestoga Valley School District; nor shall LLIU13 or Conestoga Valley School District have any authority to bind the other in any respect.
8. Student Information: LLIU13, in order to fulfill its responsibilities under this Agreement will have a legitimate educational interest in creating and reviewing certain personally identifiable information regarding students ("Student Information"). LLIU13 shall be bound by the Family Educational Rights and Privacy Act ("FERPA"), the Protection of Pupil Rights Act ("PPRA") and any other applicable federal, state and/or local statute or regulation regarding Student Information.

LLIU13 agrees that it shall use Student Information solely for the purpose of delivering educational services in accordance with the terms of this Agreement. LLIU13 further agrees that Student Information in any manner whatsoever; provided, however, that any such information may be disclosed to LLIU13 employees and representatives who need to know such information for the sole purpose of delivery educational services in accordance with the terms of this Agreement and who are provided with a copy of this confidentiality provision of the contract and agree to be bound by the terms thereof to the extent as if they were parties hereto. If LLIU13 is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demands or other similar processes) to disclose any student information, LLIU13 shall provide Conestoga Valley School District with prompt written notice of any such request or requirement so that Conestoga Valley School District may seek a protective order or other remedy. If, in the absence of a protective order, or other remedy, LLIU13 is nonetheless legally compelled to disclose Student Information to any tribunal, regulatory authority, or agency, LLIU13 may, without liability hereunder, disclose to such tribunal, regulatory authority, or agency only that portion of the Student Information which it is legally required to be disclosed, provided that LLIU13 exercises reasonable efforts to preserve the confidentiality of the Student Information.

9. Indemnification: 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.

10. 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 party within forty-eight (48) hours of a force majeure event and in writing within five (5) days of the date on which either 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.
11. Termination: 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.
12. Entire Agreement: This Agreement constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, which may have been entered into between them. This Agreement may be amended and/or modified only by a writing signed by the parties. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

The persons signing this Agreement individually warrant that he or she has full legal power to execute this Agreement on behalf of the behalf of each entity, and to bind and obligate the entity with respect to all provisions contained in this Agreement.

If the terms of this agreement meets your district's approval, please have the appropriate authority to execute the original. We ask that you return the fully executed original to LLIU13 and retain a copy for your records.

In witness hereof, and intending to be legally bound, the parties hereto affix their signatures below:

By: _____
Conestoga Valley School District

Date

By: _____
Lancaster Lebanon Intermediate Unit 13

Date