

LETTER OF AGREEMENT
Title IIA Nonpublic Programs and Services

This Agreement is between Lancaster Lebanon Intermediate Unit 13 ("IU13") and Conestoga Valley School District ("School District")

1. TERM

The Term of this Agreement shall commence on **July 1, 2026** and terminate on **September 30, 2027**. This agreement will be reviewed annually and can be terminated with or without cause by either party upon thirty (30) days written notice. Payment for any services provided up to the date of termination will be due and payable within 30 days.

2. DESCRIPTION

Upon the terms and conditions set forth herein, School District requests that the Lancaster-Lebanon Intermediate Unit 13 (IU13) provide Professional Development services in accordance with ESSA Nonpublic requirements for Title IIA programs and services.

Such services will be secular, neutral, and nonideological. The IU13 agrees to comply with all Title IIA statutory and regulatory requirements.

The School District and the IU13 agree to use the Title IIA funds for professional development in nonpublic schools. The funds will be used to serve the private school teachers and administrators.

The IU13 will provide the School District with bi-monthly invoices and quarterly statements.

3. FEES AND PAYMENT

In consideration of the services mutually agreed upon as described herein, the School District shall pay IU13 up to the total amount listed below for the reimbursement of approved Title IIA nonpublic school/employee professional development opportunities.

List all nonpublic school(s) and Title IIA allocation for each school.

Private School Name	Title IIA Allocation
Lancaster County Christian School	\$14,340.82
Lancaster Mennonite School	\$14,108.58
Veritas Academy	\$10,334.68
Total	\$38,784.08

4. IU13 RESPONSIBILITIES:

To provide services as outlined in the attached statement of work.

To assure all financial and legal responsibilities involved in providing professional development services.

Any other responsibilities necessary to conduct the program as intended.

Provide the School District with the data necessary to complete their Title IIA nonpublic responsibilities.

Provide the School District access to the program at any time.

5. SCHOOL DISTRICT RESPONSIBILITIES

Provide the IU13 names of the participating nonpublic schools and their allocation (as per chart above).

Inform the IU13 of any and all circumstances which may directly or indirectly affect the performance of this Agreement, including changes in the original funding allocation.

6. MISCELLANEOUS

The IU13 maintains and keeps in force such insurance as Workers Compensation, Liability, and Property Damage.

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.

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 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. After receipt of such notification, either party may elect to cancel this Agreement, or to extend the time to cancel this Agreement, or to extend the time for performance as reasonably necessary to cancel this Agreement, or to extend the time for performance as reasonably necessary to compensate for the delay.

The School District assures IU13 that all meaningful consultation between the School District and the nonpublic schools needed to set up this agreement has been completed prior to the effective date of this agreement.

The School District and the IU13 acknowledge that it may be necessary to modify this Agreement if there is a reauthorization of ESSA during the performance period of the contract.

The parties have entered into this Agreement as of the above effective date:

SIGNATURES

School District: _____

By: _____

Date: _____

Name: _____

Title: _____

Lancaster-Lebanon Intermediate Unit 13

By: _____

Date: _____

Name: _____

Title: _____