



6 Danforth Drive
 Easton PA 18045-7899
 p 610-252-5550
 f 610-252-5740
 www.ciu20.org

2026-2027 Special Education Contract

This agreement is made this 26th day of August, 2026 by and between the Colonial Intermediate Unit 20 (hereinafter the "Intermediate Unit") at 6 Danforth Drive, Easton, PA 18045 and the Pleasant Valley School District (hereinafter the "School District") at 2233 Route 115, Suite 100, Brodheadsville, PA 18322.

WHEREAS, the Intermediate Unit is willing to provide Special Education services to school districts within its service area; and

WHEREAS, the School District desires to engage the service of the Intermediate Unit for its Special Education Program for the 2026-20 school year.

NOW, THEREFORE, in consideration of the mutual promises contained herein and intended to be legally bound hereby the parties hereto agree as follows:

1. The Intermediate Unit will provide special education instructional and non-instructional support and related services for the 2026-2027 school year. **The student data used for this contract is the data sent to you on your 2025-2026 final cost per student. The data used for this estimate does not account for new programs, students first coming into our programs or for those leaving our programs.**
2. Assignments along with the 2026-2027 rates are as follows:

Service	Program Cost	Pleasant Valley	
		EFT	Total Cost
Adaptive Physical Education	\$ 869,240	0.0197	\$ 17,124
Audiology Services	\$ 308,204	0.1214	\$ 37,416
Autistic Support (Center Based)	\$ 338,880	0.0000	\$ -
Autistic Support (Elementary)	\$ 13,601,965	0.0191	\$ 259,798
Autistic Support (Secondary)	\$ 6,269,806	0.0248	\$ 155,491
Emotional Support	\$ 7,659,971	0.1087	\$ 832,639
Hearing Support	\$ 658,935	0.0000	\$ -
Itinerant Hearing Support	\$ 740,966	0.0360	\$ 26,675
Itinerant Speech and Language Support	\$ 5,420,493	0.0139	\$ 75,345
Itinerant Vision Support	\$ 1,070,339	0.0670	\$ 71,713
Learning Support	\$ 232,338	0.0000	\$ -
Life Skills Support	\$ 4,338,580	0.0137	\$ 59,439
Multi-Disabilities Support	\$ 2,199,438	0.0169	\$ 37,171
Occupational Therapy	\$ 4,350,841	0.0494	\$ 214,932
Physical Support	\$ 814,667	0.3875	\$ 315,684
Physical Therapy Team	\$ 859,234	0.1289	\$ 110,755
Project SEARCH	\$ 558,685	0.0000	\$ -
Psychological Services	\$ 1,201,974	0.0493	\$ 59,257
TOTAL	\$ 51,494,556		\$ 2,273,439

***Dedicated to Your Children and the People Who Serve Them.
 Relationships - Responsiveness - Results***

2026-2027 Special Education Contract
Pleasant Valley School District
Page 2

- 3. The instructional, non-instructional support and related services shall be as defined and limited in the regulations and standards of the United States of America and Commonwealth of Pennsylvania and by the Intermediate Unit Special Education Budget, as well as by any understanding of limitations reached between the Director of Special Education of the Intermediate Unit and the School District.
- 4. It is further understood that the School District may request additional services and costs for such additional services over and above those provided for in the base agreement and will be assessed according to a plan acceptable to the Superintendent of the District and the Executive Director of the Intermediate Unit.
- 5. The School District will be responsible for unemployment costs if a Psychologist is hired specifically for your district and the Psychologist is not needed in the 2026-2027 school year.
- 6. For the services under this 2026-2027 Special Education Contract, the School District will pay an **estimated** amount of \$2,273,439 to the Intermediate Unit.
- 7. The Intermediate Unit will invoice the School District in eleven installments.
- 8. The Intermediate Unit will provide the School District with **estimated** costs by November 2026 and March 2027, as well as the final costs by August 2027.

DocuSigned by:  42930598812410...	08/26/2026		
Dr. Christopher S. Wolfel Executive Director	Date	Superintendent	Date
DocuSigned by:  Ms. Alisha Kalapay	8/27/2026		
Ms. Alisha Kalapay Board Secretary	Date		

CONTRACT FOR SERVICES AGREEMENT **TERMS AND CONDITIONS**

Services.

CIU20 will perform the Services in accordance with the Contract for Service as well as these Terms and Conditions.

Breach.

The Parties agree that a breach of any of the provisions of these Terms and Conditions shall also constitute a breach of the Contract for Service between the Parties.

Termination.

The School Entity may terminate a Student Services Agreement for any reason upon one (1) business day written notice to the CIU20. In the event of termination, the School Entity will be responsible for payment for services rendered on a per diem basis. The CIU20 may terminate this agreement with thirty (30) days' written notice to the School Entity if invoices remain unpaid for one hundred twenty (120) days.

Independent Contractor.

It is agreed by the Parties that the CIU20 and its officers, employees, agents, and/or assigns, while engaged in carrying out Services, are independent contractors and are not the officers, employees, agents or assigns of the District. Accordingly, the CIU20, its officers, employees, agents, and/or assigns, are not entitled to benefits provided by the District to its employees, including, but not limited to, group insurance, pension plan enrollment, vacation, leaves of absence, workers' compensation, unemployment compensation, or insurance and any potential claim thereto is hereby specifically waived and forever released. The CIU20 agrees, however, to comply with all laws and regulation which apply to the District (or to the services to be performed by the CIU20), as well as any internal policies and procedures of the District, enacted to comply with laws and regulations.

Background Checks.

The CIU20 agrees that it has performed background checks sufficient to satisfy the requirements of the Pennsylvania Public School Code and the Pennsylvania Child Protective Services Law, specifically, 24 P.S. §§ 1-111 and 1-111.1 and 23 Pa.C.S.A. §§ 6344, 6344.2, and 6344.4, each as amended. The CIU20 further agrees that it will immediately notify the District if it knows or has reasonable reason to know that one of its employees / agents / assigns is the subject of a criminal or civil investigation, action, or charges.

Confidentiality.

The CIU20 agrees that any information that it receives pursuant to the Contract for Service, and which is subject to the "Family Educational and Privacy Rights Act," shall remain confidential as required by the Act. **See** Act of Aug. 21, 1974, Pub. L. No. 93-380, 88 Stat 484 (codified as amended 20 U.S.C. § 1232g). This provision shall continue in perpetuity after the expiration of these Terms and Conditions.

The CIU20 agrees that any information that it receives pursuant to the Contract for Service, and which is subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), shall remain confidential as required by the Act. **See** Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, 110 Stat. 1935-2103. This provision shall continue in perpetuity after the expiration of these Terms and Conditions.

Indemnification.

The CIU20 and School Entity agree to indemnify and hold harmless each other, their employees and directors from liability for monetary damages where such liability is based on the exclusive control and/or affirmative act of the indemnitor. Where a claim against either party is based in tort, the obligation to indemnify shall not exceed the limit or scope of liability for which the party could be liable under Pennsylvania Political Subdivision Tort Act.

No Indemnification for Violation of FAPE

As the School Entity has a non-delegable legal duty to provide a Free Appropriate Public Education under Federal and State Law, CIU20 shall have no obligation for indemnification under this Contract for Services for compensatory education or prevailing attorneys' fees associated therewith, arising out of violation of FAPE whether based upon violation of the IDEA or Section 504 of the Rehabilitation Act.

School Entity's Obligations

The School Entity, as LEA, while CIU20 provides services under this Contract for Services, shall have a continuing obligation to monitor the progress of its students. School Entity shall regularly attend through qualified representatives all meetings, conferences and reviews required of an LEA by law. Failure by the School Entity to perform its obligations as LEA shall negate any obligation on the part of CIU20 for indemnification under its contract for services agreement.

Cooperation in Defense of Claim

In the event of a claim or claims brought against the CIU20 and a district receiving services under a Contract for Services, the District and CIU20 shall before answering such claim or complaint consult with each other and cooperation shall be a condition precedent to any claim for indemnification by either party. Where School Entity claims the right to indemnification, CIU20 shall have the right to control the claim, including the right to choose counsel and to proceed to defend the claim with the same counsel subject to waiver of conflict and agreement by participants' insurers.

Immunity

Nothing in these Terms and Conditions or any Contract for Service between the Parties shall be construed to expand the liability of the District, either in tort, contract, or otherwise, beyond the limits of liability imposed by the "Political Subdivisions Tort Claims Act" if the District were alone liable. **See** Act of Oct. 5, 1980, Pub. L. No. 1980-142, sec. 221(f), Ch. 85, Subchs. A & C, 1980 Pa. Laws 739-51 (codified as amended 42 Pa. Cons. Stat. §§ 8501-8564 (West)). These Terms and Conditions shall not be construed to waive or reduce the immunities from civil liability granted by or enlarge the limitations on immunity imposed by said Act. This provision shall take precedence over any conflicting provision within these Terms and Conditions or the Contract for Service between the Parties.

Insurance.

Both Parties agree that maintenance of insurance coverage as required hereunder was and is a material consideration bargained for in the inducement of Services and agreed to in these Terms and Conditions and the Contract for Service. Accordingly, the failure of the CIU20 to maintain an insurance policy as specified in this section constitutes a material breach. The CIU20 agrees that it will maintain general liability and educator's errors and omissions insurance through the Term of the Contract for Service with a value of not less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate. School Entity further agrees that it will provide proof of the insurance policy at any time that the CIU20 requests proof of coverage.

Non-waiver for Failure to Enforce.

The failure to enforce or require the performance at any time of the provisions of these Terms and Conditions or the Contract for Service between the Parties shall in no way be construed to be a waiver of such provisions and shall not affect either the validity of these Terms and Conditions or any part hereof, or the right of any party thereafter to enforce each and every provision in accordance with these Terms and Conditions.

Force Majeure.

Neither Party will be liable for any breach or failure to perform under these Terms and Conditions or any other documents incorporated by reference herein if such breach or failure to perform is due to acts beyond the reasonable control of such Party, which include by way of illustration, but not limitation, acts of God or public enemy, acts of Federal, state or local government, either in its sovereign or contractual capacity, fire, floods, civil disobedience, strikes, lock-outs, freight embargoes, inclement weather, or any other cause or condition beyond such Party's reasonable control; provided, however, that the Party which has been so affected will (i) promptly give written notice to the other of the fact that it is unable to so perform and the causes(s) therefore; and (ii) resume its performance under these Terms and Conditions immediately upon the cessation of such cause(s).

Severability.

The Parties hereto agree that if any clause of these Terms and Conditions or Contract for Service between the Parties is held unconscionable, the balance of the Terms and Conditions and Contract for Service shall remain in full force and effect.

Conflict of Laws.

These Terms and Conditions and Contract for Service between the Parties shall be interpreted under the laws of the Commonwealth of Pennsylvania in effect as the date of the Contract for Service (or as otherwise indicated). The Parties agree to submit to the jurisdiction of the Northampton County Court of Common Pleas or the United States Court for the Eastern District of Pennsylvania for any action to interpret, enforce, or defend a breach of these Terms and Conditions or Contract for Service between the parties or to seek a declaratory judgment related to these Terms and Conditions or Contract for Service between the Parties.

Assignment.

The Parties agree that a material condition of these Terms and Conditions and Contract for Service between the Parties is that they cannot be assigned. Any language to the contrary should be ignored and is unenforceable.

Notice.

All notices required shall be in writing. Delivery of Notice shall be made either by (a) hand delivery or (b) certified or registered mail, postage pre-paid, overnight courier addressed as follows, or email with confirmed receipt and copies to their solicitor of record:

If to Pleasant Valley School Entity
Pleasant Valley School Entity
2233 Route 115, Suite 100
Brodheads ville, PA 18322

If to CIU20
Colonial Intermediate Unit 20
6 Danforth Drive
Easton, Pennsylvania 18045

If the address of either Party should change, notice shall immediately be made upon the other Party.