

Lancaster Lebanon Intermediate Unit 13 (LLIU13)
Intergovernmental Agreement

SPECIAL EDUCATION SHARED SERVICES CONSORTIUM

Current School Year: July 1, 2026 – June 30, 2027

An Agreement with: Conestoga Valley School District

During the current school year, IU13 will provide special education programs and shared services as listed on the attached worksheet.

The cost of the IU13 special education programs and shared services for the current school year provided in this consortium agreement are based on the “Exhibit A – Projected Unit Cost Worksheet” completed by your district. The costs included in the worksheet are projected under a consortium model of pooled resources and shared risk. A full reconciliation of actual costs will be completed at the end of the year and your district will be billed for your portion of the consortium costs based on ADMs(Average Daily Membership), hours, and number of students served.

Conestoga Valley School District will be billed the total estimated cost of this agreement.

Costs will be billed using the following schedule:

50% - August 31, 2026
20% - November 30, 2026
20% - January 31, 2027
10% - March 31, 2027

Interest at a rate of 5% per annum will be charged for payments not received by the scheduled due dates.

The year-end reconciliation associated with this agreement will be completed and forwarded to the District by September 15 of the following school year. A check for the credit adjustment or an invoice for the surcharge adjustment will be sent to the District by September 30 of the following school year.

Service under this consortium agreement will be requested and provided without regard to race, color, religion, gender orientation, creed, gender, disability, age, genetics, national origin and/or any other characteristic protected by applicable law

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.

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.

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.

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 IU's obligation to maintain and operate special education programs and shared services, and Conestoga Valley School District's obligation to pay for those programs and shared services, will continue for the current school year.

At a public-school board meeting held on July 20, 2026, by a vote of _____ to _____ with _____ abstaining and _____ absent, the board approved and accepted the foregoing consortium agreement.

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.

Executive Director or designee

School Board President

Print Name

Print Name

School District Board Approval Date

Date

Date