

**LLIU13
CONTRACTED SERVICES AGREEMENT
FOR JOB TRAINING SERVICES (District Operated Classes)
Current school year: 2022-23**

Dear District Superintendent:

Thank you for the opportunity to help serve the needs of the children of Warwick School District. Please review the following Service Agreement.

The contract for Job Training services (“Agreement”) is made on October 18, 2022 by and between (LLIU13) and Warwick School District.

BACKGROUND

LLIU13 has extensive background and expertise in providing Job Training services. Warwick School District desires to obtain Job Training services from LLIU13, which is willing to provide services in accordance with the terms and conditions of this Agreement.

1. Engagement: Warwick School District has identified a need for Job Training services and desires to use LLIU13 for the fulfillment of that need. LLIU13 agrees to provide such services through qualified Job Trainers.
2. Term: The term of Agreement is the current school year.
3. Professional Services: Lancaster-Lebanon IU13 will furnish Job Trainers to coordinate and monitor the student job training needs as requested by SCHOOL DISTRICT. Lancaster-Lebanon IU13 will organize and analyze all Job Training service data rendered (billable time). Lancaster Lebanon IU13 Job Trainers will be available to attend meetings and participate in IEP conferences. Lancaster-Lebanon and SCHOOL DISTRICT each represent that Job Training services 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. Students in district operated classes may be transported by a job trainer in an IU13 vehicle for Community Based Vocational Instruction or a district owned vehicle
4. Qualifications: All Job Trainers furnished by LLIU13 shall receive staff development with respect to the services required. LLIU13 will be responsible for compliance and monitoring of the Federal Labor Standards Act (FLSA) and Federal and State guidelines for coverage of the Child Law Provisions.

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 Job Trainer who will have direct contact with students. An affidavit is available, upon request, certifying that all staff members comply with all required clearances, Act 24-2011, Act 82-2012, Act 126-2012 and Act 71-2014, if applicable.

5. Service Rates: LLIU13 services will be billed at the rate of **\$386.25/day** for the current school year. The rate applies, but is not limited to, establishing initial business certifications and maintaining business partnerships, on-site evaluation/consultation time, off-site follow-up documentation/consultation time, and travel time between Warwick School District schools.
6. Billing Procedures: LLIU13 will invoice Warwick School District for services monthly, 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 as set forth in this Agreement; the relationship between LLIU13 and Warwick School District shall be that of an independent contractor and principal. Warwick School District shall not provide any other compensation or benefit to, or for the benefit of, any Job Trainer(s) rendering services under this Agreement. Nothing contained in the Agreement will be construed to constitute LLIU13, or any Job Trainer providing services, as an employee or agent of Warwick School District; nor shall LLIU13 or Warwick School District have any authority to bind the other in any respect.
8. Student Information: LLIU13 shall 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. Student Information may be disclosed to LLIU13’s employees and representatives for the sole purpose of providing educational services. All LLIU13 employees that access Student Information and who are provided with a copy of the confidentiality provision of the contract and agree to be bound by the terms thereof. In the event that 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 SCHOOL DISTRICT with prompt written notice of any such request or requirement. LLIU13 is 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.

Within one (1) year from the date that a student has completed services with LLIU13 shall return all Student Information to Warwick School District, no copies thereof shall be retained. The sole purpose for the retention of the documents shall be to assist LLIU13 and Warwick School District in defending any claim by a student and/or a student’s parents or guardians. LLIU13 shall certify in writing to Warwick School District that such action has been taken notwithstanding the return of the information; LLIU13 shall continue to be bound by its confidentiality obligations hereunder.

9. Service Days: Warwick School District will contract for the total number of days, per week. The total number of days, per week is **three (3)** day(s).
10. 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.
11. 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.
12. 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.
13. 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 meet your district's approval, please have the appropriate authority execute the contract.

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

By: _____
School District Superintendent

October 19, 2022
Date

October 18, 2022
School District Board Approval Date

By: _____
Lancaster Lebanon Intermediate Unit 13

Date