

# **LANCASTER-LEBANON INTERMEDIATE UNIT 13 CONTRACTED SERVICES AGREEMENT FOR JOB TRAINING SERVICES (District Operated Classes)**

Dear District Superintendent:

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

The contract for Job Training services ("Agreement") is made on **5/19/2016** by and between Lancaster-Lebanon Intermediate Unit 13 and *Manheim Township School District*.

## **BACKGROUND**

Lancaster-Lebanon Intermediate Unit 13 has extensive background and expertise in providing Job Training services. *Manheim Township School District* desires to obtain Job Training services from Lancaster-Lebanon IU13, which is willing to provide services in accordance with the terms and conditions of this Agreement.

1. Engagement: *Manheim Township School District* has identified a need for Job Training services and desires to use Lancaster Lebanon IU13 for the fulfillment of that need. Lancaster-Lebanon IU13 agrees to provide such services through qualified Job Trainers.
2. Term: The term of Agreement will commence on July 1, 2016 and continue until June 30, 2017.
3. Professional Services: Lancaster-Lebanon IU13 will furnish Job Trainers to coordinate and monitor the student job training needs as requested by *Manheim Township 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 *Manheim Township School District* each represent that Job Training services will be requested and provided, as the case may be without regard to race, sex, creed, color, religion, handicap or national origin. Students in district operated classes may be transported by a job trainer in an IU13 vehicle for Community Based Vocational Instruction.
4. Qualifications: All Job Trainers furnished by Lancaster-Lebanon IU13 shall receive staff development with respect to the services required. Lancaster-Lebanon IU13 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. Lancaster-Lebanon IU13 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.

5. Service Rates: Lancaster-Lebanon IU13 services will be billed at the rate of **\$356.25/day** for the 2016-2017 school year. This 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 **Manheim Township School District** schools. Contracted services will be provided in ½ day increments set on a weekly basis.

6. Billing Procedures: Lancaster-Lebanon IU13 will invoice **Manheim Township School District** for services on a monthly basis with payment due thirty (30) days from the invoice date.
7. Independent Contractor: Lancaster-Lebanon IU13 is and shall remain an independent contractor for the performance of the services as set forth in this Agreement; the relationship between Lancaster-Lebanon IU13 and **Manheim Township School District** shall be that of an independent contractor and principal. **Manheim Township 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 Lancaster-Lebanon IU13's, or any Job Trainer providing services, as an employee or agent of **Manheim Township School District**; nor shall Lancaster-Lebanon IU13 or **Manheim Township School District** have any authority to bind the other in any respect.
8. Student Information: Lancaster-Lebanon IU13, 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"). Lancaster-Lebanon IU13 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.

Lancaster-Lebanon IU13 agrees that it shall use Student Information solely for the purpose of delivering educational services in accordance with the terms of this Agreement. Lancaster-Lebanon IU13 further agrees that Student Information in any manner whatsoever; provided, however, that any such information may be disclosed to Lancaster-Lebanon IU13's 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. In the event that Lancaster-Lebanon IU13 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, Lancaster-Lebanon IU13 shall provide **Manheim Township School District** with prompt written notice of any such request or requirement so that **Manheim Township School District** may seek a protective order or other remedy. If, in the absence of a protective order, or other remedy, Lancaster-Lebanon IU13 is nonetheless legally compelled to disclose Student Information to any tribunal, regulatory authority, or agency, Lancaster-Lebanon IU13 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 Lancaster-Lebanon IU13 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 Lancaster-Lebanon IU13, Lancaster-Lebanon IU13 shall return all Student Information to **Manheim**

***Township School District***, no copies thereof shall be retained. The sole purpose for the retention of the documents shall be to assist Lancaster-Lebanon IU13 and ***Manheim Township School District*** in defending any claim by the student and/or the student's parents or natural guardians. Lancaster-Lebanon IU13 shall certify in writing to ***Manheim Township School District*** that such action has been taken notwithstanding the return of the information; Lancaster-Lebanon IU13 shall continue to be bound by its confidentiality obligations hereunder.

9. Service Days : ***Manheim Township School District*** will contract for the total number of days per week to be provided under this contract at **Five (5)** day(s).
10. 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.

If the terms of this agreement meet your district's approval, please have the appropriate authority execute the original. We ask that you return the fully executed original to Lancaster Lebanon IU13 and retain a copy for your records.

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

By: \_\_\_\_\_  
District Superintendent

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Lancaster Lebanon Intermediate Unit 13

\_\_\_\_\_  
Date