



CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional Services (“CONTRACT”) sets forth YOUR and OUR respective responsibilities and obligations with regard to the PROFESSIONAL SERVICES to be provided by US to YOU. When “YOU” and “YOUR” are used in this CONTRACT, it means the SCHOOL ENTITY that is identified below. When “WE”, “US”, “PSBA” and “OUR” are used in this CONTRACT, it means the PENNSYLVANIA SCHOOL BOARDS ASSOCIATION, whose address is 400 Bent Creek Blvd, Mechanicsburg, PA 17055.

<p><u>Full Legal Name of School District (or other entity):</u></p> <p>Warren County School District</p>	<p><u>Term of CONTRACT:</u></p> <p>As stated on “Appendix A” provided to and executed by PSBA and YOU.</p>
<p><u>School District’s (or other entity’s) Physical Address:</u></p> <p>6820 Market Street, Russell, PA 16345</p>	<p><u>PROFESSIONAL SERVICES to be Provided by PSBA and dates for PROFESSIONAL SERVICES to be provided:</u></p> <p>As stated on “Appendix A” provided to and executed by PSBA and YOU.</p>
<p><u>School District’s (or other entity’s) Mailing Address:</u></p>	<p>6820 Market Street, Russell, PA 16345</p>

TERMS AND CONDITIONS

1. **CONTRACT.** This CONTRACT consists of the foregoing information, these TERMS AND CONDITIONS and Appendix A. These documents include all items necessary to describe the services and work to be provided by PSBA. The CONTRACT documents are complementary, and what is required by one shall be as binding as if required by all; performance by PSBA shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event that there is any alleged or real conflict between any term(s) contained in these TERMS AND CONDITIONS and any term(s) contained in the Appendix, these TERMS AND CONDITIONS shall control.
2. **PRICE.** As stated in Appendix “A.”
3. **TIME OF PERFORMANCE.** As stated in Appendix “A.”
4. **OWNERSHIP RIGHTS.** PSBA shall retain all right, title and interest in any report, data, or material, and any software or modifications and any associated documentation, including all copyrights and other intellectual property rights therein, that is designed or developed and used

by PSBA in the course of or as part of the performance of the CONTRACT (PSBA materials). Except as expressly stated in this CONTRACT, no right or license to any copyright, trade secret or other intellectual property right is conveyed or implied by this CONTRACT, whether by implication, estoppel or otherwise. No part of PSBA materials may be reproduced, stored in a retrieval system or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or otherwise, nor shared with other school entities or third parties, without the express, prior written permission of the PSBA, except PSBA materials may be distributed within Your School Entity by You to Your employees who have a need-to-know

5. TRADE SECRETS. The PSBA materials and professional services provided by PSBA to YOU constitute trade secrets and confidential proprietary information consistent with 65 P.S. § 67.708(b)(11)(Pa. Right-to-Know-Law).

6. COMMERCIAL INFORMATION. Certain materials and services provided by the PSBA represent commercial information that is privileged and confidential. The disclosure of the materials, oral presentations or analysis expressed would cause substantial harm to the competitive position of PSBA. In the unlikely event that you have received materials or taken notes which include information on materials and services provided by the PSBA under this CONTRACT, you may not forward, reproduce, disseminate or transmit such materials without providing a copy to PSBA for review and receipt of PSBA's express written consent and approval, which shall not be unreasonably withheld. Such material may include information, compilations, methods techniques and processes that provide value to the PSBA. This includes but is not limited to any compensation analysis and market assessment information and study results provided in the course of the performance of this work. Such material derives independent economic value from not being generally known to and not being readily ascertainable by proper means by other persons or entities who can obtain economic value from the disclosure or use of PSBA's materials. YOU should use all reasonable means under the circumstances to maintain the confidentiality of such materials. Such material should not be forwarded, reproduced, disseminated or transmitted in any form or by any means to any person or entity without the express written consent of the PSBA.

7. CONFIDENTIAL INFORMATION AND NOTICE. "Confidential Information" means all information, materials, data, processes, procedures, methods, documentation, records, drawings, designs, specifications, test results, evaluations, and know-how supplied by, or at the direction of, either party to the other party in any form and whether or not marked or labeled as being confidential or proprietary, including without limitation, the material provided as part of professional services by PSBA to YOU. It is not PSBA's practice to provide any written Confidential Information in the course of providing compensation analysis or market assessment information. However, if you should take notes of PSBA's oral presentations or come into possession of any Confidential Information, then **before disclosing any Confidential Information under court order or operation of law, YOU shall provide PSBA with such reasonable notice as is possible so as to allow PSBA the opportunity to object to or limit such disclosure.** The parties also agree that a violation of the covenants described in this paragraph may cause irreparable and substantial damage and that no adequate remedy may be available at law or in equity. As the result, any such violation may be enjoined through injunctive proceedings in addition to any other rights and remedies available at law or in equity. A party will promptly notify the other party if it becomes aware of any unauthorized use or disclosure of Confidential Information of the other party and will take such action as may be reasonably necessary and legally permissible to terminate or remedy any unauthorized use or disclosure that results from any act or omission of the party or any of its employees, subcontractors or agents. In the event that a public records request is made of YOU pursuant Pennsylvania's Right-to-Know

Law (hereinafter "RTKL"), YOU agree to promptly provide PSBA with notice of and a copy of the request in accordance with the requirements of the RTKL. PSBA will timely notify you if it objects to or consents to disclosure of all or part of the records requested, which consent shall not be unreasonably withheld. In the event YOU deny access to the records because of PSBA's objection to their disclosure and the requester appeals your denial to the Pennsylvania Office of Open Records (hereinafter, "OOR"), YOU will promptly notify PSBA of the appeal. PSBA will seek to provide information as a person with a direct interest pursuant to 65 P.S. §67.1101(c) regarding records denied because of PSBA's objection alone. In the event that the only reason YOU deny access to records is PSBA's objection to disclosure, PSBA WILL SECURE COUNSEL OF ITS CHOOSING AT ITS EXPENSE TO REPRESENT YOU AND TO PREPARE AND ADVISE YOU ON ALL OF YOUR SUBMISSIONS TO OOR AND YOU SHALL COOPERATE WITH SAID COUNSEL, RECOGNIZING THAT SAID COUNSEL MAY ALSO BE REPRESENTING PSBA DIRECTLY ON THIS MATTER. If you choose to secure your own counsel in such a matter, PSBA will have no further obligation to you as a result of your denying a request or refusing to disclose the materials at issue. PSBA recognizes that YOU may have legitimate reasons to deny access to such records as being predecisional or for some other reasons permitted by the RTKL and will take no action to compromise your position in this regard. PSBA's reason for contributing to or participating in an OOR appeal or in any resulting court proceedings will be to protect its interest in its materials based on any arguments available to PSBA as a third party.

8. TERMINATION PROVISIONS. PSBA and YOU each have the right to terminate this CONTRACT at any time and with or without cause, effective upon written notice to the other party. PSBA shall be paid for SERVICES satisfactorily completed prior to the effective date of the termination.

9. FORCE MAJEURE. Neither party shall be liable for any delay or failure to perform its obligations under this Agreement (other than obligations of payment) if such delay or failure arises from any cause(s) beyond the reasonable control of such party, including but not limited to third party labor disputes, third party strikes, other third party labor or industrial disturbances, act of God, floods, lightning, earthquakes, shortages of materials, rationing, utility or communication failures, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, new or changed regulations or orders of any governmental agency or subdivision thereof.

10. CHOICE OF LAW. This CONTRACT shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts.

11. INTEGRATION. The terms set forth in this CONTRACT constitute the entire agreement between the parties. No modifications, alterations, changes, or waiver to such terms shall be valid or binding unless accomplished by a written amendment signed by properly authorized representatives of both parties.

12. LIMITATION OF LIABILITY. PSBA's liability arising out of this agreement will be limited to refund of the price as stated in Appendix "A". In no event will PSBA be liable for any special, consequential, incidental or indirect damages (including without limitation loss of profit) whether or not PSBA has been advised of the possibility of such loss, however caused and on any theory of liability arising out of this CONTRACT. This exclusion applies to any liability that may arise out of third-party claims against YOU.

13. SURVIVAL OF DESIGNATED PROVISIONS BEYOND TERMINATION OF CONTRACT. Notwithstanding anything herein to the contrary, the following provisions of this CONTRACT shall survive termination of this CONTRACT:

- a. The Ownership Rights provisions in paragraph 4;
- b. The Trade Secrets provisions in paragraph 5;
- c. The Commercial Information provisions in paragraph 6;
- d. The Confidential Information provisions in paragraph 7;

14. AUTHORITY. All persons signing this CONTRACT on behalf of PSBA and YOU hereby personally covenant and warrant that they are authorized to enter into this CONTRACT by the governing body of PSBA and YOUR governing board.

15. CONTEXT. Reference in this CONTRACT to the singular shall be meant to include reference to the plural and vice versa. Reference in this CONTRACT to the masculine gender shall be meant to include the female and neuter and vice versa.

16. HEADINGS. The headings of any Section or Paragraph hereof are for reference purposes only and shall not in any way affect the meaning or interpretation thereof.

17. SEVERABILITY. All agreements and covenants herein contained are severable. In the event that any provision of this CONTRACT should be held to be unenforceable, the validity and enforceability of the remaining provisions hereof shall not be affected thereby. Any court construing this CONTRACT is expressly granted the authority to revise any invalid or unenforceable provision hereof in order to render same enforceable.

Warren County School District

Pennsylvania School Boards Association

By: _____

By: _____

Title: Board President

Title: _____

Date: _____

Date: _____

By: _____

Title: Board Secretary

Date: _____

APPENDIX A. COMPENSATION

PSBA agrees to provide professional consultation and clerical services to the Warren County School District compensation services. The project will work towards a targeted completion time frame that will be adjusted as the work necessitates and coordinated in partnership with appropriate district representatives.

The Warren County School District agrees to pay PSBA \$2,250. The billing will occur in two stages commencing with an initial billing of \$1,125 at selection and a final billing at the completion of the project.

MARKET ASSESSMENT
Scope of the Work

Scope of the Work

PSBA will conduct an analysis of the external competitiveness of the school districts' current administrative staff (approximately 25 positions/ 39 employees) compensation practices. This service includes an analysis of the current competitive external market. The study will conclude with an objective presentation including the findings of the study will be provided.

- **Market Analysis:** **PSBA** will review available salary surveys and current market data and will calculate salary ranges with the necessary minimum, midpoint and maximum.
- **Compensation Study:** **PSBA** will perform a statistical analysis to determine the comparative relationship between district salaries and the market survey.
- **Board Presentation:** **PSBA** will prepare a presentation of findings and appropriate interpretive analysis reflecting the comparisons. As part of the presentation, **PSBA** will discuss strategies to align the results of the study with the compensation philosophy of the district.

Expense to District

The cost to fulfill the proposed study: \$2,250. The fee shall be divided into the following two billing stages:

Billing Stage	Percent of Total Cost	Amount
Selection	50%	\$1,125
Project Completion	50%	\$1,125

Additional Services & Expense

The fee set forth in this proposal is based on the number of positions and people involved in the process as represented to **PSBA**, as well as the labor time required to synthesize data, to consult on the program and to make final recommendations. Should the scope of work change significantly during the course of this study at the request of the Warren County School District **PSBA** reserves the right to assign adjusted fees to complete the additional work. This may include but is not limited to anything varying from the original request and agreed upon scope.