

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 P.O. Box 2042, Mechanicsburg, PA 17055.

<u>Full Legal Name of School District (or other entity):</u> Warren County School District	<u>Term of CONTRACT:</u> As stated on "Appendix A" provided to and executed by PSBA and YOU.
<u>School District's (or other entity's) Physical Address:</u> 185 Hospital Drive North Warren, PA 16365-4885	<u>PROFESSIONAL SERVICES to be Provided by PSBA and dates for PROFESSIONAL SERVICES to be provided:</u> As stated on "Appendix A" provided to and executed by PSBA and YOU.
<u>School District's (or other entity's) Mailing Address:</u> 185 Hospital Drive North Warren, PA 16365-4885	

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 ownership rights over any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to YOU as part of the performance of the CONTRACT. Except for distribution within the school entity or as set forth in Appendix A, 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, without the prior written consent of the PSBA. .

5. **TRADE SECRETS.** The products and professional services provided by PSBA to YOU constitute trade secrets and confidential propriety information consistent with 65 P.S. § 67.708(b)(11).

6. **COMMERCIAL INFORMATION.** The materials and services provided by the PSBA represent commercial information that is privileged and confidential. The disclosure of the materials, oral presentations, policy reviews, or analysis expressed would cause substantial harm to the competitive position of PSBA. The materials should not be forwarded, reproduced, disseminated or transmitted in any form or by any means beyond any school district personnel without the express written consent and approval of the PSBA. The written material includes information, compilations, methods techniques and processes that provide value to the PSBA. This includes but is not limited to any board self-assessments, superintendent evaluations, labor relation opinions, policy examples, teambuilding material, guides, topic outlines, goal setting descriptions, board self assessments, workshop handouts, workshop presentations, seminar handouts, seminar presentations, electronic presentations, electronic communication, written communication, salary schedule analysis, fiscal health evaluations, collective bargaining fact-finding communication, arbitration support, negotiations support, financial support, budgetary support, sample job descriptions, training packets, reference guides, sample contracts, sample agreements, PSBA contracts, study results, graphs, photographs, subscription descriptions, applications, permissible/non-permissible reference, interview facilitation guidelines/procedures, evaluation tool materials and or any other written or otherwise material provided by the PSBA. The 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 the materials. The 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.** "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. 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 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.

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** on 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 school district representatives.

The **Warren County School District** agrees to pay PSBA \$3,800. The billing will occur in two stages commencing with an initial billing of \$1,900 at selection and a final billing at the completion of the project.