

**21st Century Community Learning Centers (21CCLC) Program
Purchase of Service Agreement**

THIS AGREEMENT is entered into this _____ day of _____, 2015, by and between WARREN COUNTY SCHOOL DISTRICT, located at 6820 Market Street, Russell, Pennsylvania 16345-3406, hereinafter referred to as "WARREN COUNTY SD," and KEYSTONE RESEARCH CORPORATION located at 3823 West 12th Street, Erie, Pennsylvania, 16505, hereinafter referred to as "KSRC," in the evaluation of the Warren County School District's 21st Century Community Learning Center Cohort 7 program, herein referred to as 21CCLC Program Evaluation.

WITNESSETH:

WHEREAS, the Warren County SD has the responsibility to provide for the evaluation of 21st Century Community Learning Centers (21CCLC) Program; and

WHEREAS, the KSRC desires to enter into an agreement to provide an evaluation of the Warren County SD 21CCLC Program for a period commencing on the above date and ending October 31, 2017.

NOW, THEREFORE, the parties intending to be legally bound hereby, agree as follows:

1. **TERM OF AGREEMENT**

This Agreement shall commence on the date and year first above indicated and, unless terminated earlier pursuant to Section 4 of this Agreement, shall terminate on October 31, 2017.

2. **SERVICES TO BE PROVIDED.**

The KSRC shall provide its services as set forth in the Technical Proposal, Rider A, attached to this Agreement.

3. **FINANCIAL OBLIGATION.**

In consideration of services to be rendered by the KSRC, the Warren County SD shall pay the KSRC as follows:

A. A maximum of \$60,000, only if this Agreement remains in effect through October 31, 2017. In the event that this Agreement is terminated prior to October 31, 2017, KSRC shall be entitled to be paid for work that is satisfactorily completed prior to the effective date of the termination.

B. Warren County SD will pay the KSRC within 45 days of receipt of an invoice for completed work. Invoices may be submitted to the Warren County SD every month (36 times) throughout the project period.

4. **TERMINATION.**

KSRC may terminate this Agreement upon the Warren County SD's breach of a material term or condition of this Agreement, but only if the Warren County SD is notified in writing of the breach and fails to remedy the breach within 45 days of the receipt of said notification. The Warren County SD may terminate this Agreement for convenience upon 60 days written notice to KSRC.

5. **FERPA/CONFIDENTIALITY COMPLIANCE.**

The KSRC and the Warren County SD, their agents and employees shall perform their respective obligations under this Agreement in such a manner as to ensure that records, names and identities of students shall remain confidential, except as disclosure is permitted by law. In addition, the KSRC will be bound and follow the same rules of confidentiality and protection from disclosure of educational records as governs the Warren County SD, including the Family Educational Right to Privacy Act (FERPA). At the time of the execution of this Agreement, both parties shall execute a separate FERPA Confidentiality Agreement that is Attached hereto as Exhibit A.

6. **CLEARANCES, TRAINING, AND REPORTING.**

Any KSRC's agents and employees who will have direct contact with students of the Warren County SD shall be required to comply with all applicable criminal and child abuse background check, clearance, and ongoing reporting and notification requirements. Additionally, KSRC agrees that any of its agents or employees who have direct contact with students of the Warren County SD shall be required to comply with the child abuse training requirements and other requirements of Act 126, as well as any mandated child abuse reporting requirements.

7. **PROPRIETARY RIGHTS IN WORK COMPLETED.**

All documents (reports, evaluations, etc.) created by KSRC pursuant to this Agreement shall be the exclusive property of the Warren County SD, and any such documents in the KSRC's possession shall promptly (within 10 business days) be provided to the Warren County SD if requested by the Warren County SD due to the termination of this Agreement or otherwise.

8. **SAVINGS CLAUSE.**

All sections, sentences, and provisions contained in this Agreement are severable. Should any section, sentence, or provision of this Agreement be rendered void, invalid or unenforceable by any court of law (or arbitrator), for any reason, such a determination shall not render void, invalid, or unenforceable any other section, sentence, or provision of this Agreement, and the remainder of this Agreement shall remain in full force and effect and binding on the parties hereto to the maximum extent permitted by law.

9. **ENTIRE AGREEMENT.**

This Agreement shall constitute the entire agreement between the parties. The Warren County SD shall not be liable or bound in any manner by express or implied promises, statements, representations or information unless such promises, statements, representations or information are expressly and specifically set forth herein.

10. **AMENDMENTS/MODIFICATIONS.**

This Agreement may be amended or modified by mutual agreement of both parties. Such amendment(s) or modification(s) shall be in writing, signed by both parties, and

approved by the Warren County SD Board of School Directors at a meeting held in compliance with the terms of the Sunshine Law/Act.

IN WITNESS WHEREOF, the Warren County SD and the KSRC have caused this Agreement to be effective on the date and year first above written.

**WARREN COUNTY SCHOOL
DISTRICT**

**KEYSTONE RESEARCH
CORPORATION**

President, Board of School Directors

Signature

Print/Type Name

Print/Type Name and Title

ATTEST: (SEAL)

Date

Secretary, Board of School Directors

Print/Type Name

Date

EXHIBIT A

FERPA Confidentiality Agreement

This confidentiality agreement ("Agreement") is made and entered into this _____ day of _____ 2015, by and between the Warren County School District ("First Party") and Keystone Research Corporation ("Second Party").

WHEREAS, Second Party, through its contractual relationships with First Party and based on its designation as a school official pursuant to §99.31(a)(1)(i)(B) of the FERPA regulations, may receive information from First Party (e.g. educational records, personally identifiable student information, etc.) that is confidential information that is protected by law, including but not limited to The Family Educational Rights and Privacy Act (FERPA); and

WHEREAS, Second Party agrees that it shall at all times abide by all federal, state, and local laws, rules, or regulations regarding the handling, safekeeping, destruction, and further disclosure of said confidential information and that said information is being provided to Second Party on the strict condition that, unless permitted by law, it shall not be disclosed by Second Party without the prior consent of the parent or eligible student.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

1. Second Party shall use the confidential information for the sole purpose of fulfilling its contractual obligations to First Party.
2. The Parties agree that any confidential information provided from First Party to Second Party in order for Second Party to fulfill its contractual obligations to First Party, and in which the First Party deems the Second Party to have a legitimate educational interest, is being provided under the strict condition that, unless permitted by law, Second Party shall not further disclose the

information without the prior consent of the parent or eligible student, as these terms are defined under FERPA.

3. Second Party shall (i) maintain strict security measures which will prevent disclosure of the confidential information to any third party, (ii) limit the number of its employees who have access to such information and (iii) inform its employees of their obligation to maintain strict confidentiality of the information.

4. To prevent unauthorized access, maintain data accuracy, and ensure the appropriate use of the confidential information, Second Party shall have in place security procedures for its physical, electronic, and managerial operations to include, but not limited to, strong authentication, fire walls, VPNs, industrial strength encryption, and secure servers.

5. Second Party, its agents and employees agree at all times to abide by the requirements of §99.31(a)(1)(i)(B), §99.31(a)(1)(ii), and §99.33(a) of the FERPA regulations, and all other federal, state, and local laws, regulations, and ordinances (including, but not limited to FERPA) with regard to the handling, safekeeping, destruction, and disclosure of the confidential information and, unless permitted by law, to not disclose the information without the prior consent of the parent or eligible student. Second Party shall be solely responsible for and hold harmless, indemnify and release the First Party, its employees and agents, from any and all claims, suits, settlements, proceedings, demands, assessments, judgments, losses, costs, damage and expenses including, without limitation, reasonable attorney's fees, arising as a result of (i) Second Party's, or its agents or employees, failure to maintain the security of the confidential information; (ii) Second Party's, or its agents or employees, failure to abide by any federal, state, or local law, regulation, or ordinance with regard to the handling and/or disclosure of the confidential information; or (iii) Second Party's, or its agents or employees disclosure of the information without the prior consent of the parent or eligible student. Second Party's obligations in accordance with this provision shall survive the termination of this Agreement and shall apply regardless of when any such cause of action is pursued.

6. If a court holds any part, term or provision of this Agreement to be unenforceable, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision.

7. There are no understandings between the Parties regarding this Agreement other than those set forth in the Agreement, and there have been no promises, inducements or commitments made in conjunction with this Agreement which are not explicitly set forth herein. This Agreement may only be modified by a writing signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed the day and year first above written.

First Party: Warren County School District

President, Board of School Directors

ATTEST:

Secretary, Board of School Directors

Second Party: Keystone Research Corporation

By: _____

Title: _____