



SERVICE AGREEMENT FOR CUSTOMIZED WORKSHOP

This Contract for a Customized Workshop ("CONTRACT") sets forth YOUR and OUR respective responsibilities and obligations regarding the Customized Workshop 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 17050-1983.

This Agreement for a Customized Workshop setting the agreed service is entered into by and between PSBA, 400 Bent Creek Boulevard, Mechanicsburg, Pennsylvania 17050 and Warren County School District ("Warren County SD"), 6820 Market St., Russell, PA 16345-3406 for the Customized Workshop as set out below.

1. **CONSIDERATION AND SERVICE.** In consideration of the district's approval Warren County SD to PSBA, PSBA will provide a customized training program aligned with the following

TOPIC: Strategic Planning Board Retreat

DATE: Monday, July 15, 2019

TIME: 3:00PM- 9:00PM

LOCATION: Warren County SD (or otherwise determined in planning call)

FEE: \$1,200

2. **OWNERSHIP RIGHTS.** PSBA shall retain the copyright of all material and ownership rights over anything material that is designed or developed and delivered to YOU as part of the performance of the CONTRACT. Materials provided to YOU in connection with this Customized Workshop shall not be forwarded, reproduced, disseminated or transmitted in any form or by any means beyond YOUR personnel or board members without the express written consent and approval of the PSBA, which consent shall not be unreasonably withheld.
3. **TERMINATION PROVISIONS.** PSBA and YOU each have the right to terminate this CONTRACT prior to delivery and with or without cause, effective upon written notice to the other party.
4. **FORCE MAJEURE.** Neither party shall be liable for any delay or failure to perform its obligations under this Agreement 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.
5. **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 law's provisions) and the decisions of the Pennsylvania courts.

6. **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.
7. **LIMITATION OF LIABILITY.** 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.
8. **SURVIVAL OF DESIGNATED PROVISIONS BEYOND TERMINATION OF CONTRACT.** Notwithstanding anything herein to the contrary, the OWNERSHIP RIGHTS in Paragraph 2 of this CONTRACT shall survive termination of this CONTRACT.
9. **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.
10. **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.
11. **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.
12. **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

By: _____

Title: Superintendent / Board President

Print name: _____

Witness:

By: _____

Title: Secretary

Print name: _____

Pennsylvania School Boards Association

By:  _____

Title: COO _____

Print name: Christina Griffiths _____