

AGREEMENT

THIS AGREEMENT, entered into this 1st day of July, 2017, by and between Plum Borough School District, a school district organized and existing under the laws of the Commonwealth of Pennsylvania, with offices located at 900 Elicker Road, Pittsburgh, Pennsylvania 15239, (hereinafter referred to as "School District") and KEYSTONE EDUCATIONAL CONSULTING GROUP, L.L.C. a limited liability company organized and existing under the laws of the Commonwealth of Pennsylvania with offices located at 449 Seybertown Road, East Brady, Pennsylvania 16028 hereinafter referred to as "Keystone Consulting").

WITHNESSETH

WHEREAS, Keystone Consulting is in the business of providing certain educational consulting services to public and private school districts; and

WHEREAS, School District desires to retain Keystone Consulting to provide certain educational consulting services;

NOW, THEREFORE, for and in consideration of the terms and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows.

1. **Scope of Services.**

Keystone Educational Consulting Group is hereby retained by the School District to provide the following educational consulting services as independent contractors and not as employees.

(a) **Director of Special Education Administrative Services.**

Keystone Consulting will provide the School District with services commensurate with the position of Director of Special Education which includes but may not be limited to the following:

- * Management of the special education budget
- * Ensuring a compliant special education program as defined by IDEA and PA Chapter 14 Regulations
- * Supervision of the day to day operations of the special education program and department
- * Ensuring a compliant gifted and talented program as defined by PA Chapter 16 Regulations
- * Para-educator supervision
- * Special education program clerical staff supervision and evaluation
- * Act as the school district LEA during IEP meetings and other special education meetings
- * Conduct department meetings as defined by the collective bargaining agreement
- * Parent information meetings and public relations meetings related to the special education program
- * Supervision of the ESY Program
- * Attendance at school board meetings when appropriate as determined by the superintendent
- * Work with local agencies and various approved private schools to ensure students are receiving appropriate services for disabilities
- * Assist in the recruitment and hiring process of any new employees working in the special education program or the other district programs

- * Work with other administrative staff to support a compliant special education program in particular school principals
- * Assumes all duties assigned by the Superintendent of Schools

Keystone Educational Consulting Group will provide twelve (12) months of service beginning July 1, 2017 and ending on June 30, 2018. KECG will work 30 hours per week throughout the duration of the contract in the role of Director of Special Education.

(b) **Administrators.**

Notwithstanding the foregoing, Keystone Consulting agrees to collaborate with the district to determine which of its principal members shall be assigned to provide services hereunder.

(c) **Facilities and Equipment.**

As part of the consideration for the services provided hereunder, the School District shall make available to Keystone Consulting appropriate meeting rooms and office space to render the services consistent with the duties and functions of a Director of Special Education.

2. **Term.**

The term of this Agreement shall commence on the date set forth above and shall conclude on June 30, 2018.

3. **Standard of Performance.**

(a) **Warranty.**

Keystone Consulting warrants that all services to be rendered by it under this Agreement shall be performed in a manner consistent with generally accepted educational services, practices and standards and shall comply with the laws of the Commonwealth of

Pennsylvania and the regulations of the Pennsylvania Department of Education. The warranty expressed herein is exclusive and is in lieu of all other warranties, whether expressed or implied.

(b) **Exclusive Remedy.**

For any breach of the above warranty, School District's sole and exclusive remedy, and Keystone Consulting's sole liability, shall be the performance of the affected services. The School District must report any deficiencies in the services to Keystone Consulting within three (3) days of the completion of such services in order to receive warranty remedies.

(c) **Compliance with Applicable Laws.**

Each of the parties hereto shall at all times comply with any and all laws, rules, regulations, ordinances and orders of public authorities applicable thereto, whether federal, state or local.

Keystone Consulting shall provide the School District with all required clearances under the Public School Code of 1949, as amended and Act 151 (the Child Protective Services Law) for each Keystone Consulting employee assigned to the School District.

4. **Payment.**

The School District shall pay Keystone Consulting in accordance with the following terms:

For the administrative services referred to in Article 1(a), above, Seventy-Five dollars (\$75) per hour for thirty (30) hours per week for a total of two thousand two hundred and fifty dollars (\$2,250.00) per week. The School District shall **not be required to pay** any other cost relating to the Keystone Consulting's employment of personnel who render services under this contract.

The School District shall pay the fees set forth above in twelve (12) installment payments due and payable at the beginning of each month in the amount equivalent to the number of hours worked for the previous month. The first pay will be made in August 2017 and will end in July 2018 respectively.

5. **Point of Contact.**

The School District and Keystone Consulting shall each designate one (1) individual to serve as the primary point of contact and coordinate all activities described in this Agreement.

6. **Independent Contractor.**

Nothing in this Agreement shall be construed to create, constitute, make or otherwise give rise to a joint venture or partnership between the parties. Keystone Consulting is retained only for the purpose and to the extent set forth in this Agreement, and Keystone Consulting's relationship to the School District is that of an independent contractor and not an employee. Keystone Consulting shall be responsible for any or all taxes, withholding and other payments and filings required as a result thereof. Any persons engaged by Keystone Consulting shall be Keystone Consulting's representatives, but not those of the School District. Neither party hereto shall have any authority to incur any obligations, contractual or otherwise, in the name of, on behalf of, or for the account of, the other party hereto.

Keystone Consulting shall provide the School District with a Certificate of Insurance evidencing coverage as follows:

- (a) Errors and Omissions \$500,000 per occurrence / \$500,000 aggregate;
- (b) Worker's Compensation; and
- (c) Such other insurance as may be reasonably required by the School District.

Said certificate shall include the Plum Borough School District as an additional insured.

7. **Authority to Enter into Agreement.**

Each party hereto represents and warrants to the other that it has full authority to enter into this Agreement on behalf of their respective organizations and that the entry into this Agreement will not violate the terms or conditions of any other agreement to which it is a party.

8. **Force Majeure.**

Neither party shall be considered to be in breach or default of this Agreement as a result of events beyond their reasonable control. For the purposes of this Agreement, such acts shall include, but not be limited to, acts of God, acts of nature, or other events of "force majeure" beyond the parties' reasonable control.

9. **Assignment.**

Neither party may assign or otherwise transfer its rights or obligations under this Agreement with the prior written consent of the other party hereto.

10. **Notices.**

Notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person or mailed by first class United States Mail, postage pre-paid, or by recognized, commercial overnight delivery service as follows:

If to Keystone Consulting:

Keystone Educational Consulting Group, L.L.C.
449 Seybertown Road
East Brady, PA 16028

Attention: Dr. Robert Isherwood

If to the School District:

Plum Borough School District
900 Elicker Road
Pittsburgh, PA 15236
Attention: Guy Rossi

or to such other address as either party may have furnished to the other in writing in accordance with this paragraph, except that notices of change of address shall be effective only upon receipt.

11. **Severability.**

The School District reserves the right to terminate the contract with KECG at any point for any reason during the twelve (12) month period of the contract. The District agrees to give KECG two weeks written notice of its intention to terminate.

12. **Waivers.**

The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

13. **Rights and Remedies Cumulative.**

The rights and remedies provided by this Agreement are cumulative in nature and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, regulation or otherwise.

14. **Construction; Gender.**

Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa. The masculine gender shall include the feminine and neuter genders, and vice versa.

15. **Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument, binding upon all parties hereto.

16. **Entire Agreement.**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, between the parties and may not be modified unless in writing and signed by each party.

17. **Governing Law.**

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ATTEST:

Plum Borough School District

Secretary

By: _____
President

WITNESS:

**KEYSTONE EDUCATIONAL CONSULTING
GROUP, L.L.C.**

By: _____