

**Contract:**  
**Rebecca Moyes and Plum Borough School District**

The parties agree to the terms and conditions listed below:

**1.1 Scope of Service and Costs:** Rebecca Moyes will perform the services described in Exhibit A. Plum Borough School District will perform the services in Exhibit B.

**1.2 Costs:**

Contract is for the following services: consultation and training for the intensive learning support classroom and the life skills classroom, for functional behavior assessments as requested, and for consultation regarding individual students. Social skills instruction (group or individual instruction) can also be provided upon request. Minimum hours shall consist of the following schedule:

36 hours	August
50 hours	September
50 hours	October
40 hours	November
40 hours	December
35 hours	(Each month January through May)

Total: 391 hours @ \$60 = \$23,460

**1.3 Payments:** Plum Borough School District will make payments according to the following schedule:

**A. Invoices:**

1. Plum Borough will make payment on invoices presented by Rebecca Moyes by the 15<sup>th</sup> of each month beginning in September 2015 and concluding in June 2016.

**B. Invoice Limitations:** The following restrictions limit Plum Borough School District's obligation to pay invoices:

1. Plum Borough School District is solely responsible for payment to Rebecca Moyes. It is not the intent of Plum Borough School District and Rebecca Moyes to create third party beneficiary rights in these entities.
2. Plum Borough School District will not make any deductions or withholdings from the compensation paid. Plum Borough School District must issue all forms required by federal and state laws for income and employment tax purposes upon signature of this contract.

**1.4 Contract Terms:** Contract shall commence upon signature of this agreement and terminate June 30, 2016.

**1.5 Applicable Laws/Choice of Law/Venue:** Rebecca Moyes must observe and comply with all applicable laws and regulations. This Contract is executed in Allegheny County, Pennsylvania and is governed by the laws of the State of Pennsylvania. Any action arising out of this Contract must be filed in a state court or federal court located in Allegheny County, PA.

**1.6 Status of Contractor:** Rebecca Moyes is an independent contractor, and no relationship of employer-employee exists between Plum Borough School District and Rebecca Moyes.

1. **Indemnification:** Plum Borough School District will indemnify and defend Rebecca Moyes for any and all liabilities of any kind that arise from any negligent, accidental, or wrongful acts or omissions in its performance of this Contract. Rebecca Moyes will indemnify Plum Borough School District of the same. Regardless of this mutual indemnification provision, Plum Borough School District and Rebecca Moyes are expressly not waiving any and all immunity or damage limitation provisions available to them under any law to the extent such statutory or case law would otherwise limit the amount recoverable from the Plum Borough School District or Rebecca Moyes.
2. **Insurance:** Rebecca Moyes will carry professional liability insurance in the amount of \$1 million.
3. **Waiver of Claims:** Plum Borough School District waives any claim against Rebecca Moyes for damage or loss caused by:
  - (1) Any suit or proceeding directly or indirectly attacking the validity of this Contract or any part of this Contract.
  - (2) Any judgment or award: (a) declaring this Contract, or any part of this Contract either void or voidable or (b) delaying the performance of any part of this Contract.
  - (3) Damage to its property, equipment, or facility (due to negligent, accidental, or wrongful acts or omissions)
  - (4) Injury to students, their parents, or siblings for the same throughout the duration of this contract.
4. Rebecca Moyes will provide appropriate documentation of clearances and mandated reporter training and/or any other documentation the district requires.

**Alteration:** No alteration or variation of the terms of this Contract is valid unless made in writing and signed by both parties.

**1.7 Termination:** Neither party may terminate the Contract once it has been signed for the duration of the Contract.

**1.8 Time:** Time is of the essence in the performance of each of the provisions of the Contract. Waiver by either party of any provision of this contract by either default, breach, or condition precedent will not be construed as waiver of any other duty or right under this contract, including those waivers related to time.

**1.9 Severability:** If any provision of this Contract is held invalid or unenforceable, the invalidity or unenforceability will not affect any other provisions of this Contract.

**1.10 Entire Agreement:** This Contract constitutes the entire agreement between Rebecca Moyes and Plum Borough School District. Both parties revoke all prior or contemporaneous oral or written agreements between them that are inconsistent with the terms of this Contract. In the event of any dispute between the parties regarding the Contract, this contract will be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any part of the Contract. The Contract consists of:

- A. This Contract
- B. Exhibit A
- C. Exhibit B
- D. Exhibit C: Insurance Requirements

**2.0 Communication:** The following are terms listed to communication between the parties.

A. Primary means of communication for Rebecca is by cell phone at 724-396-7306. Secondary means is by email.

B. Email communication is [bmoyes123@aol.com](mailto:bmoyes123@aol.com)

C. Address is: Rebecca Moyes, 702 Montclair Drive, New Kensington, PA 15068

A. Primary means of communication for Plum Borough School District is by cell phone of Kathi Grazyck at 724-910-0335. Secondary means of communication is by phone at 724-795-0100.

B. Email communication is [grazyckk@pbsd.k12.pa.us](mailto:grazyckk@pbsd.k12.pa.us)

C. Address is: Plum Borough School District, 900 Elicker Road, Plum, PA 15239.

**3.0 Authority to Bind:** The persons signing on behalf of the parties to this Contract warrant that they have the legal authority to execute the Contract.

**Exhibit A:**

Responsibilities of Rebecca Moyes:

- Provide consultation, training, and functional behavior assessments at district request and within district parameters.
- Provide a monthly invoice on or before the 20<sup>th</sup> of each month.

**Exhibit B:**

Responsibilities of Plum Borough School District:

- Sign and return contract by **June 30, 2015** via email or mailing address identified in Section 2.
- Provide payment of monthly invoices on or before the 15<sup>th</sup> of each month.

Authorized Signature for Plum Borough School District: \_\_\_\_\_

Printed Name: Salvatore J. Colella Title: Board President

Date: July 21, 2015

Authorized Signature for Grade Point Resources:

Printed Name: Rebecca Moyes

Date: May 10, 2015

