**AGREEMENT**

THIS AGREEMENT, entered into this 1st day of July , 2018, 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 KEYSOURCE EDUCATIONAL STAFFING, 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 "Keysource").

WITHNESSETH

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

WHEREAS, School District desires to retain Keysource to provide certain educational 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**.

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

(a) **Summer ESY Program/Services**

Keysource will provide the School District with Extended School Year Programming/Services for students in the Plum Borough School District that qualify for ESY in accordance with PA Chapter 14 Special Education Regulations and the IDEA:

* Five (5) Special Education Teachers
* Eight (8) Para-Educators
* One (1) Behavior Specialist
* One (1) Certified Nurse Assistant
* One (1) Occupational Therapist (part time)
* One (1) Physical Therapist (part time)
* One (1) Speech Therapist (part time)

Keysource will provide four (4) weeks of service beginning July, 2018 and ending in August 2018 (specific dates to be determined by PBSD). Keysource will operate the program four (4) hours per day, five (5) days per week for four (4) weeks throughout the duration of the contract.

(b) **Administrators**.

Notwithstanding the foregoing, Keysource agrees to collaborate with the district to determine which of its employees shall be assigned to the program.

(c) **Facilities and Equipment**.

As part of the consideration for the services provided hereunder, the School District shall make available to Keysource appropriate meeting rooms, classrooms, office space, etc. to render the services consistent with the needs of the students attending the ESY Program.

2. **Term**.

The term of this Agreement shall commence on the date set forth above and shall conclude in August 2018.

3. **Standard of Performance**.

(a) **Warranty**.

Keysource 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 Keysource’s sole liability, shall be the performance of the affected services. The School District must report any deficiencies in the services to Keysource 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.

Keysource 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 Keysource’s employee assigned to the School District.

4. **Payment**.

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

For the ESY programming and personnel referred to in Article 1(a), above, forty-one thousand eight hundred and thirty six dollars ($41,836.00). The School District shall **not be required to pay** any other cost relating to the Keysource’s employment of personnel who render services under this contract.

The School District shall pay the fees set forth above in two (2) installment payments due and payable on the 15th of the month (July and August, 2018). The first pay will be made on July 15, 2018 and the second payment on August 15, 2018 respectively.

5. **Point of Contact**.

The School District and Keysource 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. Keysource is retained only for the purpose and to the extent set forth in this Agreement, and Keysource’s relationship to the School District is that of an independent contractor and not an employee. Keysource shall be responsible for any or all taxes, withholding and other payments and filings required as a result thereof. Any persons engaged by Keysource shall be Keysource’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.

Keysource 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:

Keysource Educational Staffing, L.L.C.

449 Seybertown Road

East Brady, PA 16028

Attention: Dr. Robert Isherwood

If to the School District:

Plum Borugh School District

900 Elicker Road

Pittsburgh, PA 15236

Attention: Dr. Gail Yamnitzky

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 Keysource at any point for any reason during the one (1) month period of the contract. The District agrees to give Keysource five (5) days 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 m 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**

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Secretary President

WITNESS: **KEYSOURCE EDUCATIONAL STAFFING, LLC**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_