**AGREEMENT**

THIS AGREEMENT, entered into this 26 day of March , 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 GRADE POINT RESOURCES, LLC a company organized and existing under the laws of the Commonwealth of Pennsylvania with offices located at 702 Montclair Drive, New Kensington, PA 15068.

WITHNESSETH

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

WHEREAS, School District desires to retain GRADE POINT RESOURCES 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**.

GRADE POINT RESOURCES is hereby retained by the School District to provide the following service as an independent contractor and not as an employee:

**Pennsylvania Certified School Guidance Counselor**

GRADE POINT RESOURCES will provide a school guidance counselor beginning April 20 and ending upon conclusion of the employee’s leave of absence (tentatively May 25, 2018, but this date could change depending on the employee’s actual return to work date). Staff person will report 8 a.m. to 3:45 p.m. daily.

(a) **Facilities and Equipment**.

As part of the consideration for the services provided hereunder, the School District shall make available to GRADE POINT RESOURCE staff member office space, computer, and internet capability so that he/she may render the services consistent with the needs of the students.

2. **Term**.

The term of employment services provided in this Agreement shall commence on the date set forth above and shall conclude on June 8th at the end of the school day.

3. **Standard of Performance**.

(a) **Warranty**.

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

GRADE POINT RESOURCES 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 employee assigned to the School District.

4. **Payment**.

The School District shall pay GRADE POINT RESOURCES in accordance with the following terms:

For the personnel referred to above, $225 per day for each day needed. The School District shall **not be required to pay** any other costs relating to the employment of personnel who render services under this contract.

The School District shall pay the fees set forth above as follows:

-- GRADE POINT RESOURCES will bill on March 26, 2018 for April 20 – May 4th services (11 days) in the amount of $2,475. Payment is due by April 18.

-- GRADE POINT RESOURCES will bill on April 20, 2018 for May 7 to the district’s employee’s return date in the amount of $225 per day. Payment is due by May 18. Employee will not work on Memorial Day and the district is not billed for this holiday.

If GRADE POINT RESOURCES is unable to fill the position by April 13, the contract will be null and void and the district will owe no funds.

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

GRADE POINT RESOURCES 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.

6. **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.

7. **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.

8. **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.

9. **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 GRADE POINT RESOURCES:

Grade Point Resources

702 Montclair Drive

New Kensington, PA 15068

Attention: Charles Moyes

If to the School District:

Plum Borough 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.

10. **Severability**.

The School District reserves the right to terminate the contract with GRADEPOINT RESOURCES at any point for any reason during the one (1) month period of the contract. The District agrees to give GRADE POINT RESOURCES five (5) days written notice of its intention to terminate.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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**

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Secretary President

WITNESS: **GRADE POINT RESOURCES, LLC**

Director By: 