

THE WATSON INSTITUTE

Service Agreement

This Service Agreement ("Agreement") is made and entered into this 1st day of July by and between THE WATSON INSTITUTE (TWI), 301 Camp Meeting Road, Sewickley, Pennsylvania 15143 and CHARTIERS VALLEY SCHOOL DISTRICT, 2030 Swallow Hill Road, Pittsburgh, PA 15220-1699 who agree as follows intending to be legally bound:

ARTICLE I PURPOSE OF THE AGREEMENT

- 1.1 Purpose of Agreement. The Agreement sets forth the terms and conditions upon which TWI will perform the Services outlined below.

ARTICLE II SERVICES AND FINANCIAL ARRANGEMENTS

- 2.1 Classroom planning, observation and direct consultation services will be provided as requested and scheduled.
- 2.2 Upon performance of such services, TWI will submit a monthly invoice, including the description of services provided and number of hours.
- 2.3 Half-day consultations (up to 4 consecutive hours) and full day consultations (up to 8 consecutive hours) will include time for all activities including but not limited to: planning, report writing and required meetings.
- 2.4 Financial Arrangements.
 - 2.4.1 The fee for such services will be:
 - 2.4.1.1 \$875 per full day (between 4 and 8 consecutive hours)
 - 2.4.1.2 \$540 per half day (up to 4 consecutive hours)
 - 2.4.2 The fee for community based instruction will be:
 - 2.4.2.1 \$620 per full day
 - 2.4.2.2 \$330 per half day
 - 2.4.2.3 Mileage will be reimbursed at the rate dictated by IRS regulations.
 - 2.4.3 TWI shall invoice CHARTIERS VALLEY SCHOOL DISTRICT on a monthly basis including a brief description of the Services provided, the days on which they were provided and the number of hours for each consultation.
 - 2.4.4 Payment terms are 30 days from receipt of invoice.

ARTICLE III TERM OF AGREEMENT

- 3.1 Term.
 - 3.1.1 The term of the Agreement shall commence on July 1, 2019 and continue through June 30, 2020.
 - 3.1.2 If either party breaches a material provision hereof ("Cause"), the non-breaching party shall give the other party notice of such Cause. If the Cause is remedied within ten (10) days in the case of failure to make payment when due or thirty (30) days in the case of any other Cause, the notice shall be null and void. If such Cause is not remedied within the specific period, the party giving notice shall have the right to terminate this Agreement upon expiration of such remedy period. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.
 - 3.1.3 Either party may terminate this Agreement for any reason upon 60 (sixty) days written notice.

3.2 Effect of Termination.

- 3.2.1 Within 30 (thirty) days of the termination of this Agreement for any reason, or its expiration, CHARTIERS VALLEY SCHOOL DISTRICT shall pay all outstanding amounts for which it has been invoiced.
- 3.2.2 Failure of CHARTIERS VALLEY SCHOOL DISTRICT to make any payments when due under this section shall relieve TWI of providing the Services until the payments are received.
- 3.2.3 If TWI has to initiate legal proceedings to recover amounts past due, it shall be entitled to recovery its costs and attorney's fees if it prevails in such actions.

**ARTICLE IV
EMPLOYEES**

- 4.1 Personnel Obligations: Each party shall be solely responsible for all employment and personnel actions affecting their respective employees. Notwithstanding the foregoing, each party agrees to reasonably cooperate with the other to investigate any claim of unlawful or inappropriate conduct against their respective employees by an employee, agent, contractor, licensee, or student of the other. Each party shall be responsible to withhold all applicable federal, state and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees and worker's compensation costs and shall file all required documents and forms.
- 4.2 Agreement Not to Hire:
 - 4.2.1 CHARTIERS VALLEY SCHOOL DISTRICT agrees to not, without TWI's prior written consent (which TWI can withhold in its discretion), solicit for employment, hire, make any agreement with, or permit the employment, or otherwise interfere with the relationship with TWI of any person who is or has been a TWI employee involved with the Services within the earlier of one (1) year after such employee terminates employment with TWI or within one (1) year after termination or expiration of the Agreement. If CHARTIERS VALLEY SCHOOL DISTRICT breaches the foregoing provision, then CHARTIERS VALLEY SCHOOL DISTRICT shall be obligated to pay an amount equal to one year of the TWI employee's wages in compensation for the hiring, training and expertise of the employee. If TWI consents to CHARTIERS VALLEY SCHOOL DISTRICT request to hire a current or former TWI employee during one of the foregoing time periods, CHARTIERS VALLEY SCHOOL DISTRICT agrees to pay TWI 20% of the employee's annual base salary to help cover TWI's costs in recruiting and training a new employee and to compensate TWI for its loss of expertise. This provision shall survive termination of the Agreement.
 - 4.2.2 TWI acknowledges that CHARTIERS VALLEY SCHOOL DISTRICT employees are essential to CHARTIERS VALLEY SCHOOL DISTRICT core business of providing services and are familiar with CHARTIERS VALLEY SCHOOL DISTRICT operating procedures and other proprietary information proprietary to CHARTIERS VALLEY SCHOOL DISTRICT. Therefore, TWI agrees to not, without CHARTIERS VALLEY SCHOOL DISTRICT prior written consent, solicit for employment, hire, make any agreement with, or permit the employment (including employment by any successor contractor) in any facility owned or controlled by TWI, of any person who is or has been a CHARTIERS VALLEY SCHOOL DISTRICT employee within the earlier of (1) year after such employee terminates employment with CHARTIERS VALLEY SCHOOL DISTRICT or within one (1) year after termination of this

Agreement or expiration of this Agreement. TWI also acknowledges that its breach of the obligations set forth in this section would irreparably harm CHARTIERS VALLEY SCHOOL DISTRICT and that CHARTIERS VALLEY SCHOOL DISTRICT would be entitled to injunctive relief to enforce the terms of this section. This provision shall survive termination of the Agreement.

ARTICLE V ADJUSTMENTS

Change in Services. If CHARTIERS VALLEY SCHOOL DISTRICT requests a change and/or additional Services; if there is a change in the scope of the work being performed; or there is a request by CHARTIERS VALLEY SCHOOL DISTRICT for additional management/resource personnel to conduct specific functions not directly related to the Services, and such changes in Services results in any increase or decrease in time spent or costs to TWI, the parties will first mutually agree on the compensation to be paid by CHARTIERS VALLEY SCHOOL DISTRICT. Notwithstanding the foregoing, the parties agree that if TWI performs work outside of the scope of the Services at the request of CHARTIERS VALLEY SCHOOL DISTRICT shall pay TWI the reasonable value of that work, based on the half-day and full-day rates set forth above.

ARTICLE VI GENERAL TERMS AND CONDITIONS

- 6.1 Taxes: TWI is responsible for the payment of any local, state or federal taxes that may result from the payments it receives from CHARTIERS VALLEY SCHOOL DISTRICT.
- 6.2 In performing the Services, TWI will be an independent contractor of CHARTIERS VALLEY SCHOOL DISTRICT. Nothing in this Agreement is to be construed to create an employment, partnership or joining venture relationship.
- 6.3 Compliance with Law. Each party shall comply with all applicable laws, ordinances, rules and regulations relating to Services, including but not limited to providing a safe and secure environment in which the Services are to be performed, and obtain any and all required licenses and permits necessary. The parties agree to cooperate with each other to accomplish the foregoing. In the event it becomes necessary, each party is responsible for responding to any appropriate regulatory agencies, and shall reasonably cooperate to help the other respond to appropriate regulatory agencies.
This provision shall survive the termination of this Agreement.
- 6.4 Insurance.
 - 6.4.1 Worker's Compensation Insurance. Each party shall maintain workers' compensation coverage as required by state law covering all of its employees employed in connection with the Services operations.
 - 6.4.2 Comprehensive or Commercial Insurance. Each party shall maintain during the term of the Agreement for the protection of TWI and CHARTIERS VALLEY SCHOOL DISTRICT, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than \$10M dollars (\$10,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Broad Form Property Damage Liability on CHARTIERS VALLEY SCHOOL DISTRICT property, Blanket Contractual Liability and Products Liability, covering the operations and activities of TWI under the Agreement and, upon request, each party shall provide the other with a certificate evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without thirty (30) days prior written notice of cancellation. Each party shall be named as an additional insured under the other party's policies of insurance to the extent they are indemnified pursuant to Section 6.4.

- 6.5 Indemnity.
- 6.5.1 TWI shall defend, indemnify and hold CHARTIERS VALLEY SCHOOL DISTRICT harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses and attorney's fees, which may arise because of the acts or omissions of TWI, its agents or employees in the performance of the Services under the Agreement. This clause shall survive termination of the Agreement.
- 6.5.2 CHARTIERS VALLEY SCHOOL DISTRICT shall defend, indemnify and hold TWI harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses and attorney's fees, which may arise in the performance of the Services under this Agreement because of the acts or omissions of CHARTIERS VALLEY SCHOOL DISTRICT, its agents, employees, contractors, and permittees. This clause shall survive termination of the Agreement.
- 6.6 Availability of Records. TWI agrees to maintain, for a reasonable period of time to be mutually agreed to by the parties, all reasonable records requested in writing by CHARTIERS VALLEY SCHOOL DISTRICT.
- 6.7 Pennsylvania Department of Education. With respect to CHARTIERS VALLEY SCHOOL DISTRICT operations, TWI shall comply with the regulations of the PA Department of Education.
- 6.8 Trade Secrets and Proprietary Rights. During the term of the Agreement, the parties may have access to certain proprietary materials of each other ("Trade Secrets"). Neither party shall disclose any of the other party's "Trade Secrets" or other confidential information, directly or indirectly, during or after the term of the Agreement. The parties shall not photocopy or otherwise duplicate any such material without the prior written consent of its owner. All "Trade Secrets" and other confidential information shall remain the exclusive property of its owner and shall be returned thereto immediately upon the termination of the Agreement. This provision shall survive termination of the Agreement. All material used by TWI, its employees or agents in performing the Services shall remain the sole property of TWI.
- 6.9 Assignment. Neither party may assign this Agreement without the signed, written consent of the other party.
- 6.10 Catastrophe. Neither TWI nor CHARTIERS VALLEY SCHOOL DISTRICT shall be liable for failure to perform its respective obligations under the Agreement when such failure is caused by an act of God, civil disorder or disturbances, strikes, governmental rules and regulations or like causes beyond the reasonable control of such party.
- 6.11 Arbitration. All claims and disputes between TWI and CHARTIERS VALLEY SCHOOL DISTRICT arising out of, or relating to, the Services, this Agreement or the expiration or termination of this Agreement for any reason shall be decided by commercial law arbitration in accordance with the rules of the American Arbitration Association unless the parties mutually agree in writing otherwise. The arbitration shall occur in Pittsburgh, Pennsylvania. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having such jurisdiction. Notice of the demand for one party with the other party and with the American Arbitration Association ("AAA") shall file arbitration in writing. Notwithstanding any statute of limitations allowing for a longer filing period, the demand for arbitration must be filed with AAA within six months of when the party filing the claim knew, or reasonably should have known the basis for the claim or dispute. Unless otherwise agreed in writing, or unless the Agreement has been terminated or has expired, TWI shall continue performance of its services and maintain its progress during any arbitration proceedings, and CHARTIERS VALLEY SCHOOL DISTRICT shall continue to make payments to TWI in accordance with this Agreement.
- 6.12 Entire Agreement/Amendments/Waiver. This Agreement constitutes the entire agreement between the parties and there are no other written or oral promises or understandings regarding the subject matter of this Agreement. All provisions of the Agreement shall remain in effect throughout the term thereof unless the parties agree, in a

written document signed by both parties, to amend, add or delete any provision. The Agreement contains all agreements of the parties with respect to matters covered herein, superseding any prior agreements and may not be changed other than by an agreement in writing signed by the parties hereto. The waiver of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation on any other provision or the right of that party to compel strict compliance thereafter.

6.13 Notice. Any notice or communication required or permitted to be given under the Agreement shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party:

To Vendor: The Watson Institute
Attention: Marilyn Hoyson, Ph.D.
301 Camp Meeting Road
Sewickley, Pennsylvania 15143

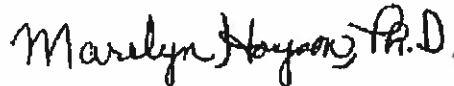
To Client: CHARTIERS VALLEY SCHOOL DISTRICT
Attention: Special Education Director
Address: 2030 Swallow Hill Road
City/State/Zip: Pittsburgh, PA 15220-1699

and/or to such other persons or places as either of the parties may hereafter designate in writing. All such notices shall be effective when received or when receipt is first denied, whichever occurs earlier.

6.14 Signature. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and faxed or e-mailed signatures shall also be deemed as originals.

IN WITNESS WHEREOF, the parties hereto have entered into the Agreement as of the date first signed or the first day of the Initial Term, whichever is sooner.

THEWATSON INSTITUTE



By:
Name: Marilyn Hoyson, Ph.D.
Title: Chief Operating Officer
Date: June 26, 2018

CHARTIERS VALLEY SCHOOL DISTRICT

By: _____

Name (printed): _____

Title: _____

Signature date: _____