



**FOR USE ONLY BY GOVERNANCE SERVICES**

**CONTRACT FOR PROFESSIONAL SERVICES**

This Contract for Professional Services (“CONTRACT”) sets forth YOUR and OUR respective responsibilities and obligations with regard to the PROFESSIONAL SERVICES to be provided by US to YOU. When “YOU” and “YOUR” are used in this CONTRACT, it means the SCHOOL ENTITY that is identified below. When “WE”, “US”, “PSBA” and “OUR” are used in this CONTRACT, it means the PENNSYLVANIA SCHOOL BOARDS ASSOCIATION, whose address is 400 Bent Creek Blvd., Mechanicsburg, PA 17050.

<p><b><u>Full Legal Name of School District (or other entity):</u></b></p> <p>Wellsboro Area School District</p>	<p><b><u>Term of CONTRACT:</u></b></p> <p>Procedure and timing of performance is as stated in this contract, including “Appendix A” which was provided to you and forms a part of this contract</p>
<p><b><u>School District’s (or other entity’s) Physical Address:</u></b></p> <p>227 Nichols Street Wellsboro, PA 16901</p>	<p><b><u>PROFESSIONAL SERVICES to be Provided by PSBA and dates for PROFESSIONAL SERVICES to be provided:</u></b></p> <p>As stated in this contract, including “Appendix A” which was provided to you and forms a part of this contract.</p>
<p><b><u>School District’s (or other entity’s) Mailing Address:</u></b></p> <p>SAME AS ABOVE</p>	

**TERMS AND CONDITIONS**

1. CONTRACT. This CONTRACT consists of the foregoing information, these TERMS AND CONDITIONS and Appendix A. These documents include all items necessary to describe the services and work to be provided by PSBA. The CONTRACT documents are complementary, and what is required by one shall be as binding as if required by all; performance by PSBA shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event that there is any alleged or real conflict between any term(s) contained in these TERMS AND CONDITIONS and any term(s) contained in the Appendix, these TERMS AND CONDITIONS shall control.

2. PRICE. As stated in Appendix "A."
3. PROCEDURE AND TIMING OF PERFORMANCE. As stated in Appendix "A."
4. OWNERSHIP RIGHTS. PSBA Policy Guides are copyrighted policy templates written and designed by PSBA. PSBA shall retain ownership rights over PSBA Policy Guides and any associated documentation prepared by PSBA, to include style, design, formatting or numbering developed by PSBA Policy Services even if distributed to you for consideration and modification. PSBA Policy Guides and individualized policies furnished to YOU by PSBA for review and modification in the performance of this contract and intermediary revisions and modifications during the review period constitute YOUR "DRAFT POLICY OR POLICIES." Pursuant to this CONTRACT YOU are permitted to copy or distribute YOUR DRAFT POLICIES internally, to your legal counsel, or for use by YOUR committees assigned to review DRAFT POLICIES for the sole purpose of engaging in discussion, review and modification of the DRAFT POLICIES for YOUR use and consideration. At such time as any of YOUR DRAFT POLICIES have been revised and are ready for initial recommendation for adoption by YOUR governing body, YOU shall have them formatted by PSBA prior to presenting them for consideration by the governing body. Formatting by PSBA includes review from a policy perspective of any revisions, including insertions and deletions YOU have made, and necessary adjustments to spacing, font size/style, numbering and citations. Once formatting prior to recommended adoption is completed, YOU may, at any time, recommend one or more DRAFT POLICIES to YOUR governing body which shall be designated as YOUR "RECOMMENDED DRAFT POLICY or POLICIES." Upon adoption by your governing body, a policy shall be designated as YOUR FINAL ADOPTED POLICY. From the time a policy is designated as a RECOMMENDED DRAFT POLICY through its final adoption, you shall provide intermediary revisions to PSBA for further formatting and provide the finally adopted policy to PSBA with the addition of the adoption date. YOUR RECOMMENDED DRAFT POLICIES AND FINAL ADOPTED POLICIES belong to YOU and are not subject to PSBA copyright or ownership. Permitted uses by YOU of PSBA's Policy Guides shall not include the sale, release, or transfer of PSBA Policy Guides for any proprietary purposes. Individuals or entities that have not contracted with PSBA Policy Services are prohibited from possessing, copying, publishing, transmitting or transferring any PSBA Policy Guide without the express written permission of PSBA. Provided YOU maintain your membership in PSBA's separate Policy Maintenance Program, YOU are permitted to use PSBA's style, design, formatting or numbering when developing new policies or revising current policies. The right to use PSBA's style, design, formatting or numbering terminates upon termination of membership in PSBA's Policy Maintenance Program.
5. COMMERCIAL INFORMATION. Except as set forth in paragraph 4, the materials and services provided by the PSBA represent commercial information that is privileged and confidential. The disclosure of the materials, oral presentations, policy reviews, or analysis expressed would cause substantial harm to the competitive position of PSBA. The materials may only be used consistent with the terms in paragraph 4. The material shall not be forwarded, reproduced, disseminated or transmitted in any form or by any means to any person or entity except as provided for in paragraph 4, without the express written consent of the PSBA.
6. NOTICE OF RIGHT-TO-KNOW-LAW REQUESTS. All PSBA policy development and review services, including any material offered as part of PSBA's policy development or review service, may be subject to exemption from a Right-to-Know Law as original copyrighted material, as privileged material or pursuant to exemptions such as 65 P.S. § 67.708(b)(9) and 65 P.S. §67.708(10). In addition, some material provided to YOU may represent confidential proprietary information or trade secrets as defined by 65 P.S. §67.102. Before providing records which have not yet reached the status of RECOMMENDED DRAFT POLICIES OR FINAL ADOPTED

POLICIES, YOU shall provide PSBA with such reasonable notice as is possible so as to allow PSBA the opportunity to object to or limit disclosure. PSBA does not claim an interest in intervening in public records requests related to RECOMMENDED DRAFT POLICIES OR FINAL ADOPTED POLICIES.

7. TERMINATION PROVISIONS. PSBA and YOU each have the right to terminate this CONTRACT at any time and with or without cause, effective upon written notice to the other party. PSBA shall be paid for SERVICES satisfactorily completed prior to the effective date of the termination.

8. FORCE MAJEURE. Neither party shall be liable for any delay or failure to perform its obligations under this Agreement (other than obligations of payment) if such delay or failure arises from any cause(s) beyond the reasonable control of such party, including but not limited to third party labor disputes, third party strikes, other third party labor or industrial disturbances, act of God, floods, lightning, earthquakes, shortages of materials, rationing, utility or communication failures, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, new or changed regulations or orders of any governmental agency or subdivision thereof.

9. CHOICE OF LAW. This CONTRACT shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of law provisions) and the decisions of the Pennsylvania courts.

10. INTEGRATION. The terms set forth in this CONTRACT constitute the entire agreement between the parties. No modifications, alterations, changes, or waiver to such terms shall be valid or binding unless accomplished by a written amendment signed by properly authorized representatives of both parties.

11. LIMITATION OF LIABILITY. PSBA's liability arising out of this agreement will be limited to refund of payments made up to the full price as stated in Appendix "A". In no event will PSBA be liable for any special, consequential, incidental or indirect damages (including without limitation loss of profit) whether or not PSBA has been advised of the possibility of such loss, however caused and on any theory of liability arising out of this CONTRACT. This exclusion applies to any liability that may arise out of third-party claims against YOU.

12. SURVIVAL OF DESIGNATED PROVISIONS BEYOND TERMINATION OF CONTRACT. Notwithstanding anything herein to the contrary, the following provisions of this CONTRACT shall survive termination of this CONTRACT:

- a. The Ownership Rights provisions in paragraph 4;
- b. The permitted uses of PSBA's copyrighted design and materials set forth in paragraph 4;
- c. The notice provisions of paragraph 6.

13. AUTHORITY. All persons signing this CONTRACT on behalf of PSBA and YOU hereby personally covenant and warrant that they are authorized to enter into this CONTRACT by the governing board of PSBA and YOUR governing body.

14. **CONTEXT.** Reference in this CONTRACT to the singular shall be meant to include reference to the plural and vice versa. Reference in this CONTRACT to the masculine gender shall be meant to include the female and neuter and vice versa.

15. **HEADINGS.** The headings of any Section or Paragraph hereof are for reference purposes only and shall not in any way affect the meaning or interpretation thereof.

16. **SEVERABILITY.** All agreements and covenants herein contained are severable. In the event that any provision of this CONTRACT should be held to be unenforceable, the validity and enforceability of the remaining provisions hereof shall not be affected thereby. Any court construing this CONTRACT is expressly granted the authority to revise any invalid or unenforceable provision hereof in order to render same enforceable.

Wellsboro Area School District

Pennsylvania School Boards Association

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

By:

Title: Board President

Title: Interim Chief Operations Officer

Date: \_\_\_\_\_

Date: September 3, 2018

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

Title: Board Secretary

Date: \_\_\_\_\_



September 3, 2018

Bonnie Thompson, PRSBA  
Business Manager/Board Secretary  
Wellsboro Area School District  
227 Nichols Street  
Wellsboro, PA 16901

Dear Ms. Thompson:

Thank you for your inquiry regarding a review and update of the Wellsboro Area School District Policy Manual. As you know, maintenance of a current and compliant policy manual is essential for effective school governance. I am pleased to provide an outline of PSBA's program for the Policy Review Service. The comprehensive review is based on pertinent federal and state laws, regulations and court decisions; collective bargaining agreements; student handbooks; district website and budget documents.

The Policy Review Service includes the following:

1. A comprehensive review of all policies contained in the current adopted Policy Manual and an analysis of supporting internal documents.
2. The writing, processing and web-based transmission of a customized first draft policy manual including suggested revised policies and new policies with linked legal reference citations, to be submitted for consideration by the Board and administration.
3. The review and processing of intermediary changes and web-based transmission of formatted, amended copies of the changes for Board consideration of recommended draft policies and final adoption.

During the policy drafting process, the PSBA policy guides are used as a foundation for the manual because the PSBA guides have gone through internal quality control and compliance checks and include updated policies which may be currently missing from your policy manual. Local language that is compliant with law, nonprocedural and still part of district operations will be inserted in the PSBA policy guides.

PSBA will provide a cross-reference document which explains its policy analysis, specifies why local language from existing district policy was not included, why new language was added and which policies are completely new to the district. The resulting draft policies are PSBA recommendations to you and should be reviewed and modified locally to meet your needs. As proposed revisions are made, PSBA will review them and provide feedback if it has concerns, e.g. if there is a concern you may have deleted language mandated by applicable law or regulation. As local revisions are made, PSBA will process and format them for your further use in the review and adoption process. Paragraph 4 of the contract between PSBA and you further describes the stages of the review and formatting process.

**Please note that the revised draft policy manual will be formatted using PSBA's organizational structure which includes one merged employee section instead of three separate employee sections.** Many of the policies in the three separate policy sections mirrored one another. The new organizational structure facilitates efficient identification of relevant policies because now you will have one policy related to a certain topic such as FMLA, Harassment, etc. instead of three policies. The new organizational structure also streamlines the draft policy review process for your district.

The policies will be drafted and returned to the district one section at a time. The first section to be drafted is normally the 000 Local Board Procedures section; however, we can draft the policy manual in any order the district prefers. For instance, if you are in need of the 200 Pupils section first, please notify us and we will begin the development process with the 200 Pupils section. If the district prefers to have the larger policy sections divided into two or three parts to facilitate the review process, we would be happy to do that as well.

The complete cost for the Policy Review Service is \$6,700, payable as follows:

- a. \$2,233 upon return of executed copy of the contract;
- b. \$2,233 pursuant to an invoice upon completion of all sections of the draft policy manual;
- c. \$2,234 pursuant to an invoice in the next fiscal year after completion of all sections of the draft policy manual.

**This service is offered at a discount and is available only to members of the Policy Maintenance Program.** This is an optional, separate service. The district continues to pay the annual fee for the Policy Maintenance Program during the Policy Review Service. School entities that have utilized this service have expressed great satisfaction with the results of this review service.

Within ten (10) business days of receipt of the executed contract and first payment, PSBA shall provide you with a checklist and questionnaire for your completion. This will instruct you on the materials you must gather and forward to PSBA so that it can initiate the review process described above. Within ten (10) business days of receipt of your materials, PSBA shall confirm receipt and provide you with an approximate date by which the first draft section will be provided to you. This date will be determined based on PSBA workload and the section selected

for initial drafting to ensure predictable customer service during this project. Thereafter, as revisions are made, PSBA will format them and provide feedback when concerns or questions arise, collaborating throughout the process and providing additional draft sections in the order and broken down as requested by you.

Policy Services Contract

Attached is a Contract for Professional Services. This proposal letter is referred to in the contract as Appendix A. If the policy service is approved, please review the contract including Appendix A, contact us with any questions, acquire the proper signatures and return the signed contract and Appendix A to me.

If you need any additional information or clarification on our policy services, please do not hesitate to contact me. I can be reached at our toll-free number (800) 932-0588 or 717-506-2450, extension 3357 or by e-mail at [davelyn.smeltzer@psba.org](mailto:davelyn.smeltzer@psba.org).

Sincerely,



Davelyn S. Smeltzer  
Senior Director of Governance Services