

CONSULTING AGREEMENT JR

This CONSULTING AGREEMENT is made as of this <sup>30<sup>th</sup></sup> day of October, 2017, by and between R STRATEGY GROUP, LLC ("Consultant"), a strategy, communications, and media firm incorporated in the State of Ohio, and QUAKER VALLEY SCHOOL DISTRICT (the "District"), a public school district situated in the Commonwealth of Pennsylvania. (D) JR

WITNESSETH:

WHEREAS, the District has a need for certain consulting services relative to the gathering and dissemination of information relative to a possible District project involving the construction of a new high school; and

WHEREAS, Consultant possesses expertise and experience in providing the type of services needed by the District; and

WHEREAS, the District desires to avail itself of the expertise and services of Consultant and Consultant desires to make its expertise and services available to the District upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and intending to be legally bound hereby, the parties agree as follows:

1. Services to be Provided. Pursuant to the terms and conditions of this Agreement, Consultant shall provide to the District the consulting services described on Exhibit A attached hereto and made a part hereof (the "Services"). The parties may, from time to time, amend the Services to be provided by Consultant by a writing signed by a duly authorized representative of each party. In no event shall the District be required or deemed to be required to use Consultant's services on an exclusive basis or otherwise.

Consultant shall use its best efforts and devote the necessary time and attention to provide all Services to the District in a satisfactory and timely manner. The parties agree that Consultant will provide a minimum of 25 hours of service to the District each month but anticipate that the hours to be provided each month by Consultant will likely substantially exceed that amount. Consultant will be responsible to provide to the District regular ongoing status reports throughout the term of the Agreement. JR

2. Term. This Agreement shall be effective as of October 1, 2017 and shall continue through and including January 31, 2018, unless earlier terminated by either party. Either party may terminate this Agreement at any time, with or without cause, upon fifteen (15) days prior written notice to the other party. thirty 30

3. Compensation.

- (a) Rates for Services. Consultant shall be entitled to receive a set monthly fee of Five Thousand and No/100 (\$5,000.00) Dollars for each month that Consultant provides Services to the District under this Agreement. Any change in such fees shall be mutually agreed upon by the District and Consultant and shall be evidenced by an amendment to this Agreement executed by a duly authorized representative of each party.
- (b) Reimbursement of Expenses. Consultant shall be entitled to receive reimbursement from the District for reasonable travel, lodging, and out-of-pocket expenses incurred in the performance of Services under this Agreement, provided that such expenses are approved in advance by the District. Consultant shall provide to the District with each invoice for Services an itemized list of all approved expenses.

4. Invoices. Consultant shall submit to the District each month an invoice for Services provided under this Agreement. Invoices submitted to the District shall be due and payable net 30 days from the District's receipt of the invoice. Consultant reserves the right to charge interest at a rate of 1.5% per month for late payment of amounts owed under this Agreement, starting five (5) days after the invoice due date.

5. Notices. All notices that may be necessary or property for either R Strategy Group or the District to give or deliver to the other shall be in writing and shall be deemed given when delivered in person or, if mailed, when sent by registered or certified mail, postage prepaid and return receipt requested, to the following addresses (or such other address as shall have been specified in writing by either party to the other):

If to Consultant:

R Strategy Group LLC  
ATTN: Jeff Rusnak  
812 Huron Road, Suite 890  
Cleveland, Ohio 44115

If to the District:

Quaker Valley School District  
ATTN: Angela Conigliaro  
100 Leetsdale Industrial Drive, Suite B  
Leetsdale, Pennsylvania 15056

6. Independent Contractor.

- (a) Consultant shall act at all times as an independent contractor hereunder, and nothing contained herein shall be construed to create the relationship

of principal and agent, master or servant, or employer and employee between the District and Consultant. Any Consultant employees assigned to perform Services for the District are solely the employees of ~~Consultant~~ *or subcontractors* to Consultant, and any subcontractor's employees assigned to perform the Services for the District are solely the employees of that subcontractor.

(b) Consultant shall designate ~~Jeff Rusnak~~ *Jon Benedict* as the representative who shall be responsible for coordinating the performance of Services under this Agreement.

(c) Consultant acknowledges and agrees that all individual assigned to provide Services to the District are and shall at all times be employees of ~~Consultant~~ *or subcontractors* to Consultant, and shall not be entitled to participate in the employee benefit plans, including but not limited to medical, dental, vision, and other insurance plans or any pension or retirement benefit plan offered to employees of the District. Consultant is solely responsible for payment of all applicable obligations to state and/or federal government agencies, including, but not limited to, income tax, unemployment tax, business registration fees, etc., and shall be solely responsible for maintaining worker's compensation, unemployment compensation and any other similar insurance or benefits for or on behalf of its employees in full compliance with all applicable laws.

7. Indemnification. Consultant shall defend, indemnify and hold the District and its officers, directors, employees, and representatives (collectively, "the Indemnitees") harmless from and against any and all claims, demands, actions, causes of action, damages, fines, penalties, liabilities, judgments, and costs and expenses, including reasonable attorneys' fees and defense costs (the "Losses") which arise out of or are related to Consultant's performance of Services under this Agreement including without limitation Losses that arise out of or result from the negligent acts or omissions of Consultant or any employee, agent, representative, or subcontractor of Consultant; provided in each case that the District shall give prompt notice, cooperation, and assistance to Consultant relative to any such claim or suit, and provided further in each case that the District shall have the option to undertake and conduct the defense of any suit so brought (including, without limitation, selecting counsel therefore).

8. Confidentiality. Consultant agrees that it will not disclose or otherwise make or cause to be made available any Confidential Information (as herein defined) of the District to any person or entity, nor shall Consultant cause to be made, or permit or allow, either on its own behalf or others, any use of Confidential Information other than for the provision of Services hereunder. Consultant agrees not to use, transcribe, copy, duplicate, or otherwise reproduce or retain all or any portion of any Confidential Information or copies thereof and agrees that all Confidential Information and copies thereof will be returned to the provider of such Confidential Information promptly upon termination of the Services. For purposes of this section, "Confidential Information" shall mean all financial information, high school project information and data, including drawings and plans, notes, personnel records, medical information, protected health information, student records and information, and all other information or data identified

to Consultant by the District as confidential, and all information and data which is obtained by or furnished, disclosed or disseminated to Consultant in the course of performing this Agreement. Consultant further agrees that it shall at all times comply with the requirements of the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPPA) and their respective implementing regulations, as applicable.

9. Insurance. Consultant shall procure and maintain professional liability insurance with limits of not less than \$1,000,000.00 per claim, \$2,000,000.00 per aggregate. Consultant shall provide the District with certificates of insurance evidencing such coverage. Such certificate shall provide for thirty (30) days prior written notice to the District in the event of cancellation, non-renewal or any material change in coverage.

10. Other Consulting Services. The District and Consultant agree that during the term of this Agreement Consultant may provide independent consulting services to other individuals or entities, provided, however, that:

- a. Such other independent consulting services shall in no way impair Consultant's ability to provide, and the provision of, consulting services to the District pursuant to this Agreement and
- b. Consultant shall observe in full, in relation to consulting work performed for other individuals or entities, the confidentiality requirements set forth in this Agreement.

11. Assignment. The rights and obligations of Consultant hereunder shall not be assigned without the prior written consent of the District.

12. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its choice of law rules.

13. Severability. Any provision of this Agreement which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

14. Entire Agreement; Amendments; Captions. This Agreement, and the attachment to it, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements between the District and Consultant relating thereto. This Agreement shall be binding upon, and inure to the benefit of the parties hereto, and their respective successors and assigns. This Agreement, and the provisions hereof, may not be altered, amended, modified, changed or superseded except by a written instrument executed by a duly authorized representative of each of the parties hereto. No waiver of or failure to exercise any option, right or privilege under the terms of this Agreement by either of the parties hereto on any occasion or occasions shall be construed to be a waiver of the same or of any other option,

right or privilege on any other occasion. Section headings are for convenience of reference only and shall not be considered a part of this Agreement.

15. Survival. The provisions of Sections 6, 7, and 8 shall survive any expiration or termination of this Agreement.

IN WITNESS WHEREOF, the District and Consultant each has caused this Agreement to be signed by its duly authorized representative as of the day and year appearing above.


QUAKER VALLEY SCHOOL DISTRICT

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

R STRATEGY GROUP, LLC

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

Name: Jeff Rusnak

Title: President & CEO

## SCHEDULE A

Consultant shall provide the following Services to the District:

- Conduct an audit of the District's current communications messages and vehicles, and provide analysis and recommendations;
- Gather and analyze public thoughts and opinions (the current landscape) in the school district and region, including the local political and economic environment, relative to the proposed project and funding methods and related matters;
- Develop a summary of the Districts facilities' needs and assist the District in disseminating factual information concerning the proposed project;
- Review talking points, FAQ, fact sheets and other communications tools;
- Advise the District leaders on the gathering and dissemination of information relative to the potential high school project, including funding methods and matters; and
- Provide ongoing communications counsel to the District.