



SERVICE AGREEMENT

This Contract for a Service (“CONTRACT”) sets forth YOUR and OUR (collectively “PARTIES”) respective responsibilities and obligations regarding the Customized 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 (PSBA), whose address is 400 Bent Creek Blvd., Mechanicsburg, PA 17050-1983.

This Agreement for Customized Services is entered into by and between PSBA, 400 Bent Creek Boulevard, Mechanicsburg, Pennsylvania 17050 and Harrisburg School District (“Harrisburg SD”), 1010 N 7th St., Harrisburg, PA, 17102 for the Customized Service as set out below.

1. **CONSIDERATION AND SERVICE.** In consideration of the district’s approval of Harrisburg SD to PSBA, PSBA will provide Services and Fees as outlined in the attached **Scope of Services: One-on-One Coaching for Harrisburg School Board President.**
2. **OWNERSHIP RIGHTS.** PSBA shall retain the copyright of all training materials and ownership rights over any training materials that are designed or developed and delivered to YOU as part of the performance of the CONTRACT. Materials provided to YOU in connection with these Customized Services shall not be forwarded, reproduced, disseminated or transmitted in any form or by any means beyond YOUR personnel or board directors without the express written consent and approval of PSBA, whose consent shall not be unreasonably withheld.
3. **TERMINATION PROVISIONS.** PSBA and YOU each have the right to terminate this CONTRACT with or without cause upon written notice to the other party of a 30-days in advance.
4. **FORCE MAJEURE.** Neither party shall be liable for any delay or failure to perform its obligations under this CONTRACT 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.
5. **DISPUTE RESOLUTION.** In the event of any dispute arising out of or relating to this CONTRACT, the parties agree to first attempt to resolve the dispute through mediation. If mediation is unsuccessful, the dispute shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on both parties.
6. **CONFIDENTIALITY.** Both parties agree to maintain the confidentiality of any sensitive information shared during the Services. This includes, but is not limited to, proprietary information, trade secrets, and personal data. Neither party shall disclose such information to any third party without the prior written consent of the other party, except as required by law.

7. **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's provisions) and the decisions of the Pennsylvania courts.
8. **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.
9. **LIMITATION OF LIABILITY.** 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.
10. **SURVIVAL OF DESIGNATED PROVISIONS BEYOND TERMINATION OF CONTRACT.** Notwithstanding anything herein to the contrary, the OWNERSHIP RIGHTS in Paragraph 2 of this CONTRACT shall survive termination of this CONTRACT.
11. **AUTHORITY.** All persons signing this CONTRACT on behalf of PSBA and YOU hereby personally covenant and warrant that they are authorized and have full legal authority to enter into this CONTRACT by the governing body of PSBA and YOUR governing board.
12. **CONTEXT.** Reference in this CONTRACT to the singular shall be meant to include reference to the plural and vice versa.
13. **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.
14. **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.

Harrisburg School District

By: _____

Title:

Signature: _____

Date: _____

Pennsylvania School Boards Association

By: Christina Griffiths

Title: Chief Operating Officer

Signature: _____

Date: _____



Scope of Services: One-on-One Coaching for Harrisburg School Board President
Delivered By Valentina G. Viletto, Esq., PSBA Training and Outreach Consultant

Objective:

To provide individualized coaching support to the Harrisburg School Board President to enhance effectiveness in leadership, governance, and board-superintendent collaboration.

1. Leadership Development & Governance Alignment

- Assess and strengthen understanding and application of PSBA's *Principles for Governance and Leadership*.
- Create a personalized leadership development plan.
- Support integration of governance principles into board leadership practices.

2. Meeting Management & Facilitation

- Coach on preparing and facilitating efficient, effective board meetings.
- Ensure understanding of collaborative agenda review process with the superintendent
- Focus areas include:
 - Time management
 - Conflict navigation
 - Encouraging constructive dialogue and consensus building
- Optional review of board meeting recordings to inform coaching.

3. Board-Superintendent Partnership

- Strengthen collaboration and clarify respective roles.
- Develop communication strategies for a healthy working relationship.
- Support joint leadership on strategic and operational issues.

4. Building Board Consensus & Team Cohesion

- Train in consensus-building techniques.
- Develop strategies for addressing disagreement constructively.
- Promote board unity, trust, and collective responsibility.

5. Strategic Communication & Public Engagement

- Enhance the Board President's role as a communicator with stakeholders.
- Practice clear, ethical, and strategic messaging, both internally and externally.
- Prepare for handling public interactions with professionalism.

6. Ongoing Support and Progress Monitoring

- Weekly coaching sessions (May be more frequent to start. Virtual unless otherwise agreed).
- Flexible “on-call” support for urgent leadership challenges.
- Periodic progress reviews to realign coaching as needed.

Deliverables:

- Initial needs assessment and coaching goals
- Customized leadership development plan
- Coaching session summaries (if requested)

Duration & Format:

- **Initial engagement:** 10 hours of virtual coaching commencing
- **Format:** Video conference (Zoom or equivalent), with optional in-person sessions upon request
- **Timeline:** Customizable, recommended over 3–6 months

Fees:

Service	Cost
Initial 10-hour coaching package (virtual)	\$2,000 flat rate
Additional hours (PSBA All Access members)	\$200 per hour
Additional hours (non-members)	\$250 per hour
In-person sessions (if requested)	Subject to reasonable travel costs, billed separately

Note: Coaching fees include planning, preparation, and follow-up support associated with each session.

Confidentiality:

All coaching sessions are strictly confidential. Disclosures will be made only with the consent of the Board President or as required by law or district policy.

Valentina G. Viletto, Esq.

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