



IMPORTANT: This form must be completed and received
30 business days prior to the Committee of the Whole Meeting.

FISCAL YEAR: 26-27

CONTRACT APPROVAL COVER SHEET

Please attach a copy of the contract/agreement (signed and dated by the vendor). Please note that all contracts must be solicitor-reviewed prior to submitting contracts for Board approval.

PLEASE PRINT LEGIBLY

Vendor/Consultant Name: Effective School Solutions

Start Date: July 1, 2026 End Date: June 30, 2027

Building/Department Name: Student Services

Total Cost of Contract: \$ 89,000

Scope of Work: to provide a Summer Institute and Foundational Training, Relational Practices Foundations for Principals & School Teams (Summer 2026) at a cost of \$10,000 and School based coaching and implementation support (August 2026 - June 2027) at a cost of \$79,000

Funding Source: Title IV Grant

Budget Account Code 10-2271-310-432-00-00-490-025-0040 (\$10,000)
10-2190-330-000-00-00-110-000-0054 (\$79,000)

The attached document has been prepared for accuracy and is ready for approval.

Any supporting documentation regarding this request has been attached.

☐ Document Submitted by: Ruthie

Date: 9/18/26

☐ Office Director Reviewed: Kristen Palmer

Date: 9/18/26

☐ Superintendent/Designee Reviewed: _____

Date: _____

For Office Use Only:

Notes/Comments: _____

Board of Directors Approval / Denial was obtained on this date: _____

Please note: For questions regarding denial, please speak with your immediate supervisor.

GENERAL TERMS AND CONDITIONS

This Services Agreement (this "**Agreement**"), dated as of 7/1/26 (the "**Effective Date**"), is by and between Effective School Solutions, LLC, with offices located at 430 Mountain Ave., Suite 304 New Providence, NJ 07974 ("**Service Provider**") and Harrisburg School District with offices located at 1010 N 7th ST Suite 201 Harrisburg, PA 17102 ("**Customer**" or "**District**" and together with Service Provider, the "**Parties**", and each a "**Party**").

WHEREAS, Service Provider has the capability and capacity to provide certain trauma-informed professional learning and support services for school districts; and

WHEREAS, Customer desires to retain Service Provider to provide the said services, and Service Provider is willing to perform such services under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Customer agree as follows:

1. Services. Service Provider shall provide to Customer the services (the "**Services**") set out in one or more statements of work to be issued by Customer and accepted by Service Provider (each, a "**Statement of Work**"). The initial accepted Statement of Work is attached hereto as Exhibit A. Additional Statements of Work shall be deemed issued and accepted only if signed by authorized representatives of each Party. In the event of a school facility closure and/or other modifications to school opening plans to address public health guidance or other extraordinary circumstances beyond both parties' control, Service Provider may make reasonable modifications to the delivery of the services.
2. Service Provider Obligations. Service Provider shall designate employees or contractors that it determines, in its sole discretion, to be capable of performing the Services set out in each Statement of Work.
3. All Service Provider personnel who will have direct contact with students or access to school facilities must have current background clearances as required under Pennsylvania law, including any applicable state and federal criminal background checks or fingerprints, child abuse clearances and/or as required by the District's policies. Any costs or fees for the background check and clearances are the responsibility of the Service Provider
4. Customer Obligations. Customer shall:

- a) Respond promptly to any reasonable requests from Service Provider for instructions, information, or approvals required by Service Provider to provide the Services.
- b) Cooperate with Service Provider in its performance of the Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable Service Provider to provide the Services.
- c) Take all steps reasonably necessary to prevent Customer-caused delays in Service Provider's provision of the Services.

5. Fees.

- 5.1 Payment will be made consistent with the schedules listed on the Service Order.
- 5.2 Payment will be made via ACH transfer or via check payable to Effective School Solutions, LLC.
- 5.3 Unless otherwise specified in the Service Order, the first payment will be due on September 1 of the first School Year specified in the Service Order. Subsequent payments will be due on the first day of every month thereafter.
- 5.4 Nonpayment of fees ninety (90) days following the invoice due date will incur a late payment charge of the lesser of one and a half percent (1.5%) per month or the maximum rate allowed by law.
- 5.5 The District agrees to work proactively with ESS to schedule dates of the delivery of ESS Services related to professional development, and the District will ensure the availability of the District's staff for delivery of such Services. Unused units will not roll over to a subsequent school year, renewal, or any new Service Order.

6. Limited Warranty and Limitation of Liability.

- 6.1 Service Provider warrants that it shall perform the Services:
 - a) In accordance with the terms and subject to the conditions set out in the respective Statement of Work and this Agreement.
 - b) Using personnel of industry standard skill, experience, and qualifications.
 - c) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.
- 6.2 Service Provider's sole and exclusive liability and Customer's sole and exclusive remedy for breach of this warranty shall be as follows:
 - a) Service Provider shall use reasonable commercial efforts to promptly cure any such breach; provided, that if Service Provider cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Customer's written notice of such breach,

Customer may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 10.2.

- b) In the event the Agreement is terminated pursuant to Section 5.2 above, Service Provider shall within thirty (30) days after the effective date of termination, refund to Customer any fees paid by the Customer as of the date of termination for the Services, less a deduction equal to the fees for receipt or use of such Services up to and including the date of termination on a pro-rated basis.
- c) The foregoing remedy shall not be available unless Customer provides written notice of such breach within thirty (30) days after acceptance of such Services to Customer.

6.3 SERVICE PROVIDER MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 5.1, ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

7. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the Service Provider in the course of performing the Services (collectively, the "**Deliverables**") except for any Confidential Information of Customer or customer materials shall be owned by Service Provider. Service Provider hereby grants Customer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicenseable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.
8. The Customer acknowledges that as a result of training by, experience with, and a relationship with Service Provider, all Service Provider employees are privy to much or all of Service Provider's trade secrets, confidential information, and proprietary information, which may include but are not limited to, pricing information, marketing information, business strategy information, negotiations, and information about Service Provider's customers. In the interest of protecting such trade secrets, confidential information, and proprietary information from disclosure or other improper use, the Customer acknowledges that each Service Provider employee has agreed by contract that, during the term of the employee's employment by Service Provider and for the two-year period after such employment ends, (1) the employee will not provide any services of the type or character of services that the employee provides or has provided for Service Provider, or contribute the employee's

knowledge, in any capacity, to any school district for which Service Provider provides and/or provided services during the employee's term of employment with Service Provider, and (2) the employee will not engage in any activity that may require or inevitably requires disclosure of Service Provider's trade secrets, proprietary information, or confidential information.

9. Customer agrees that it shall not directly solicit for employment (i) any employee currently employed by Service Provider who is providing services to Customer under this Agreement; or (ii) any former employee of Service Provider who provided services to a School overseen by Customer, pursuant to this Agreement for a period of two (2) years from the later of the date the employee was last employed by Service Provider or last provided services to Customer as an employee of Service Provider. Since damages for violating this Agreement are incapable of precise calculation and would be difficult to prove, the parties agree that Customer would pay to Service Provider liquidated damages in an amount equal to four (4) times the employee's annual salary for the time period equal to the breach of this restrictive covenant. The parties agree that this liquidated damages amount is fair and reasonable and is intended to compensate Service Provider, and not constitute a penalty. The parties acknowledge and agree that Service Provider's harm caused by a Customer Breach would be impossible or very difficult to accurately estimate as of the date of contract, and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that would arise from a Customer breach. Customer's payment of the liquidated damages would be Customer's sole liability and entire obligation and the Effective School Solution's exclusive remedy for any breach of this Section 8. The provisions of this Section 8 of this Agreement shall remain in full force and effect, regardless of whether the Agreement is terminated prior to the expiration of the term of this Agreement or the Agreement is not renewed by the parties upon the expiration of the term of this Agreement.
10. Confidentiality. From time to time during the Term of this Agreement, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), non-public, proprietary, and confidential information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 9; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. For avoidance of doubt, this Agreement, including but not limited to its financial terms, constitutes Confidential Information. The Receiving Party shall:

(x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would use to protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

- a) Unless otherwise required by law, the Receiving Party shall not release Confidential Information to any person and/or entity. If the Receiving Party or any of its representatives becomes compelled by applicable law, regulation, or in legal proceedings or other similar process to disclose the Disclosing Party's Confidential Information, the Receiving Party will use its commercially reasonable efforts to provide the Disclosing Party with prompt notice of such requirement prior to disclosure of the Disclosing Party's Confidential Information and will refrain from making disclosure for the maximum time period permitted by law following notice to the Disclosing Party in order to afford the Disclosing Party an opportunity to seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the Receiving Party shall furnish only that portion of the Confidential Information that it is advised by legal counsel that it is required to disclose by applicable law or in legal proceedings or other similar process.
- b) Service Provider shall not receive any student records or any records that would be considered Education Records, as defined by FERPA. For purposes of this Section 9, Receiving Party's Group shall mean the Receiving Party's employees, officers, directors, representatives, agents, attorneys, accountants, and financial advisors.
- c) Notwithstanding the foregoing, Customer's obligations under this Section 9 are subject to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-67.3104, and Customer shall not be deemed in breach of this Agreement for any disclosure required thereunder.

11. Term, Termination, and Survival

- 11.1 This Agreement shall commence as of the Effective Date and shall continue thereafter until _____, 6/30/27 unless sooner terminated pursuant to Section 10.2, Section 10.3 or Section 10.4.

- 11.2 Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.
- 11.3 Notwithstanding anything to the contrary in Section 10.2, Service Provider may terminate this Agreement before the expiration date of the Term on written notice if Customer fails to pay any amount when due hereunder and such failure continues for thirty (30) days after Customer's receipt of written notice of nonpayment.
- 11.4 The Parties may terminate this Agreement at any time upon written mutual consent.
- 11.5 The rights and obligations of the parties set forth in this Section 10.5 and in Sections 4 and 9, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.
12. Limitation of Liability.
- 12.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 12.2 IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO THE OTHER PARTY PURSUANT TO THE APPLICABLE STATEMENT OF WORK.
- 12.3 Service Provider shall indemnify, defend, and hold harmless Customer, its board members, officers, employees, and agents from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) any negligent or wrongful act or omission of Service Provider or its personnel in the performance of the Services; (b) any breach of this Agreement by Service Provider; or (c) any

violation of applicable law by Service Provider or its personnel. This indemnification obligation shall survive termination or expiration of this Agreement.

12.4 Service Provider shall maintain, at its own expense, throughout the Term of this Agreement: (a) commercial general liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (b) professional liability (errors and omissions) insurance with minimum limits of \$1,000,000 per claim; and (c) workers' compensation insurance as required by applicable law. Service Provider shall name Customer as an additional insured on its commercial general liability policy and shall provide Customer with certificates of insurance upon request.

12.5 The District is a Pennsylvania public school entity and its liability shall not exceed its liability either directly, or thought any other terms of this Agreement, as allowed under the Pennsylvania Political Subdivision Torts Claims Act. The Customer/School District expressly does not waive any protection available under the Pennsylvania Political Subdivision Torts Claims Act.

13. Entire Agreement. This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.
14. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, certified or registered mail (in each case, return receipt requested, postage prepaid), or e-mail. Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 13.

Notice to Customer: Harrisburg School District
1010 N 7th ST Suite 201
Harrisburg, PA 17102
Attention: Superintendent or Designee

Notice to Service Provider: Effective School Solutions

430 Mountain Ave., Suite 304

New Providence, NJ 07974

Attention: Susan Norris, CEO

15. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to affect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
16. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.
17. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
18. Assignment. Neither party shall assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the non-assigning party of any of its obligations under this Agreement.
19. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.
20. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
21. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

22. Choice of Law. This Agreement and all related documents including all exhibits attached hereto are governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.
23. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
24. Force Majeure. Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the other party including, without limitation, acts of God, flood, fire, earthquake, hurricane, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

Effective School Solutions, LLC

Harrisburg School District

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees to comply with all applicable federal and Commonwealth of Pennsylvania anti-discrimination laws, including but not limited to the Pennsylvania Human Relations Act (43 P.S. §§ 951-963), Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and Section 504 of the Rehabilitation Act of 1973. The contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of race, color, religious creed, ancestry, union membership, age, gender, sexual orientation, gender identity or expression, national origin, AIDS or HIV status, disability, or any other characteristic protected by applicable federal or Pennsylvania, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to a protected characteristic. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to any protected characteristics.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any applicable regulations under Pennsylvania and federal laws. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable federal and/or Pennsylvania laws

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of Commonwealth of Pennsylvania and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken

without regard to race, color, religious creed, ancestry, union membership, age, gender, sexual orientation, gender identity or expression, national origin, AIDS or HIV status, disability, or any other characteristic protected by applicable law, consistent with the statutes and court decisions of the Commonwealth of Pennsylvania, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Customer as may be requested from time to time in order to carry out the purposes of these regulations, and to comply with any applicable Commonwealth of Pennsylvania and/or federal reporting requirements.