

AGREEMENT

THIS AGREEMENT is made as of the 6 day of October, 2015, by and between Kenmore-Town of Tonawanda Union Free School District, having an address of 1500 Colvin Boulevard, Tonawanda, New York 14223 (the "District") and Houghton Mifflin Harcourt Publishing Company, having an address of 222 Berkeley Street, Boston, Massachusetts 02116 (hereinafter called the "Provider").

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Provision of Services. Provider agrees to provide the District with the services set forth on Schedule A attached hereto and made a part hereof (the "Services"). To the extent requested by the District, the Services will be provided by the Provider at such time and location as are determined by the District.

2. Payment for Services. The District shall pay the Provider compensation and/or fees as set forth on Schedule B for the performance of the Services.

3. Term/Termination. The term of this Agreement shall be from July 1, 2016 through July 31, 2016 ("Term"). The District may terminate this Agreement by giving ten (10) days prior written notice to the Provider, and if this Agreement is terminated, no compensation will be due under paragraph 2 of this Agreement for services that were to be rendered during the period following the termination date.

4. Non-Assignability. No party shall assign, transfer or otherwise dispose of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other party.

5. Indemnification. Provider shall indemnify, defend and hold harmless the District, its Board of Education, officers, administrators, employees, agents and representatives from and against all claims, demands, causes of action, liabilities, losses, damages, judgments, penalties, costs and expenses (including reasonable attorney fees) arising out of the negligent or intentional acts or omissions of Provider, its officers, employees, agents and representatives.

6. Insurance. During the term of this Agreement, Provider shall maintain at its own expense:

(i) a commercial general liability policy, including contractual liability coverage, in amounts of 2 million dollars per occurrence, 2 million dollars aggregate, in occurrence coverage form, naming the District as an additional insured. The District shall be an additional insured by ISO additional insured endorsement CG 20 26 or equivalent.

(ii) Workers' Compensation and New York State Disability Benefits coverage on all representatives of Provider providing services under this Agreement.

(iii) professional liability coverage for each of Provider's employees providing services under this Agreement, in amounts of 2 million dollars per occurrence, 2 million dollars aggregate. In the event that the professional liability policy is a claims made policy, Provider shall purchase a "tail" policy for a period of no less than five (5) years from the termination date of the foregoing policy. Said "tail" policy shall have policy limits in an amount not less than the primary professional liability policy.

(iv) any other insurance legally required to protect its employees, agents, independent contractors, and representatives in the performance of their duties under this Agreement.

(v) all insurance policies shall be with an insurance company acceptable to the District and additional insured endorsements shall be on a primary and non-contributory basis.

Provider shall provide the District with certificates of insurance regarding all such coverage, which will provide for 30 days advance written notice to the District prior to any cancellation, non-renewal or material modification of coverage.

7. Amendment. This Agreement shall not be amended, changed, or modified in any manner except by an instrument in writing signed by a duly authorized representative of each of the parties hereto.

8. Relationship Between The Parties. The parties are independent contractors under this Agreement. Neither party shall have the authority to commit the other party to any binding obligation or to execute, on behalf of the other party, any agreement or other document creating legal obligations on the part of the other party, and neither party shall represent to any third party that it has any such authority. Provider, as an independent contractor, and Provider's personnel, shall not be considered employees of the District for any purpose. Provider is solely responsible for scheduling, directing and completing the work and for furnishing all equipment, materials, supplies, personnel, and other resources necessary to perform the work. Under no circumstances will Provider or its personnel be eligible or allowed to receive or participate in any benefit available to the District's employees. Provider will be responsible for any federal income taxes due that may be associated with the fee paid to Provider pursuant to this Agreement.

9. Miscellaneous

- a. Provider shall comply with all federal, state and local laws, rules and regulations that apply to the performance of the work.
- b. Provider represents that it (i) possesses all of the licenses, certifications and permits necessary to perform the work, and (ii) is fully qualified by training and experience to perform the work.
- c. Section 2-d of the New York State Education Law requires that a Parents Bill of Rights for data privacy and security must be included with every contract an educational agency enters into with a third party contractor, where the third party contractor receives student data or teacher or principal data. Accordingly, this Agreement is deemed to incorporate by reference the District's Parents Bill of rights for data privacy and security (*see District's website – www.kenton.k12.ny.us*). The Contractor agrees to comply with all applicable provisions of Section 2-d of the Education Law, any rules and regulations of the New York State Education Department issued thereunder, and the District's Parents Bill of Rights for data privacy and security, including any amendments to any of these.
- d. If Provider's personnel are to work with the District's students directly, all such personnel shall receive background checks through State Education procedures, if and as required by law. Proof of State Education Department clearance shall be provided prior to provision of services to the students.
- e. This Agreement shall be governed by and be interpreted in accordance with the laws of the State of New York, disputes shall be venued in a court of competent jurisdiction in Erie County, New York, and the parties hereby consent to personal jurisdiction in any such court.
- f. This written Agreement, including the attached Schedules, contains the entire agreement between the parties. There are no other agreements or understandings concerning the terms of this Agreement.
- g. In the event of conflict between Sections 1 through 9 of this Agreement and the attached Schedules, the provisions of Sections 1 through 9 of this Agreement shall prevail.

- h. This Agreement shall be binding upon and inure to benefit the executors, administrators, heirs, successors and assigns of the respective parties.
- i. Whenever any notice is to be given pursuant to the terms and conditions of this Agreement, such notice shall be in writing and shall be considered given when (i) delivered personally, or (ii) sent by commercial overnight courier with written confirmation of delivery, or (iii) when delivered by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the location below, or other location as has been designated by notice in accordance with this Agreement:

The District: Kenmore-Town of Tonawanda Union Free School District
1500 Colvin Boulevard
Buffalo, New York 14223

Attention: Assistant Superintendent for Finance

Provider: Houghton Mifflin Harcourt Publishing Co.
524 Broadway
New York, NY 10012

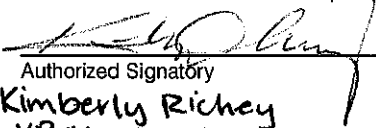
Attention: President, Intervention Solutions Group

The parties' consent to this Agreement is indicated by their signatures below.

KENMORE-TOWN OF TONAWANDA
UNION FREE SCHOOL DISTRICT

BY: _____
Authorized Signatory

Houghton Mifflin Harcourt Publishing Company

BY:  _____
Authorized Signatory
Kimberly Richey
VP Marketing

SCHEDULE B

(Compensation/Fees)

SEE ATTACHED



International Center for Leadership in Education

SERVICES SUMMARY

NAME OF DISTRICT: Kenmore-Town of Tonawanda School District

ADDRESS OF DISTRICT: 1500 Colvin Blvd, Buffalo, NY 14223

Total Cost Below include:	
Travel and Expenses	- Airfare - Ground transportation - Lodging - Meals - All other travel expenses
Materials	- Instructional materials used during the session (as applicable)
Delivery	- Onsite professional development sessions delivered over time as scheduled in collaboration between client and ICLE

Date	Qty	Item #	Description	Cost
July 19-20, 2016	2	580622	2 full-days with Dr. Sue Szachowicz	\$5,500
			TOTAL	\$11,000

- Services Summary valid for 30 days -

Subject to terms and conditions, located at: <http://www.leadered.com/termsconditions.pdf>

The district referenced above hereby accepts and agrees to the details set forth in this Services Summary, including dates and fees, subject to the terms and conditions.

- Is a PO needed in order to pay invoice? Yes No
- Please invoice from Houghton Mifflin Harcourt: Upon delivery of service or Upfront
- Please email a copy of the PO (payable to Houghton Mifflin Harcourt) to leastman@LeaderEd.com

CLIENT:

Signature: *Dawn Mirand*

Date: 10/16/15

Printed Name: Dawn Mirand

Title: Superintendent

PO#: CU16-01935

