



**Professional Services Agreement**  
*Presented to:*  
**Kenmore Town of Tonawanda UFSD**  
**1500 Colvin Blvd.**  
**Buffalo, NY 14223**

This Professional Services Agreement (hereinafter referred to as "Agreement") is entered into on **November 13, 2016** by and between **A+ Educators, LLC** (hereinafter referred to as "Contractor"), and **Kenmore Town of Tonawanda UFSD** (hereinafter referred to as "CUSTOMER"), and is subject to the following terms and conditions:

Customer contracts for A+ Educators Professional Services, entitling Customer to receive these services or mutually agreed upon reconfigured services annually for six years:

- Local, onsite support
- 3 all expense paid tuitions to the National Effective Schools Conference -or- Phoenix Planning and Implementation Meeting
- One Superintendent Scholarship to Effective Schools (complimentary)
- 50 iPads with Protective Cases
- 5 Charging Units
- Configuration and Prebuilding of Propel for 50 iPads
- Annual QZAB Academy Audit and Corresponding Report

I. General Provisions.

- a. NATURE OF CONTRACT. The parties acknowledge that the Customer is engaging Contractor's services as an independent contractor on behalf of the Customer.
- b. GOVERNING LAW/EXCLUSIVE JURISDICTION. The laws of the State of New York shall govern the construction, performance, and enforcement of this Agreement, and the State courts of Steuben County, New York, shall have the sole and exclusive jurisdiction over any matter contained in or related to this Agreement.
- c. NOTICES. Unless specifically provided otherwise herein, notices under this Agreement shall be in writing and delivered by registered mail to Kenmore Town of Tonawanda UFSD, 1500 Colvin Boulevard, Buffalo, NY, 14223.
- d. FORCE MAJEURE. In the event Contractor fails to perform under the terms of this Agreement as result of events or circumstances outside of contractor control, such as illness, acts of nature, acts of terrorism or any other cause (whether similar or dissimilar to those listed), Contractor agrees to offer services at a later date, provided such can be rescheduled with Customer. Contractor shall have an affirmative duty to notify the Customer immediately of any circumstance or event that will prevent Contractor from performing under this Agreement.
- e. SEVERABILITY. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in

7227 N 16<sup>th</sup> St. Suite 190 Phoenix AZ 85020  
Phone: 888.403.0936 Fax: 888.661.2444



any way be affected or impaired thereby, and the parties further agree to substitute a valid provision that most closely approximates the economic effect of the invalid provision. If any material provision of this Agreement shall be held to be invalid, illegal or unenforceable, Contractor may, but is not required to, terminate this Agreement and any duties or obligations it may have resulting therefrom.

- f. **REMEDIES.** In the event Contractor breaches this Agreement, the Customer may immediately terminate this Agreement, and in addition may recover compensatory and consequential damages and costs arising from the breach, and may seek all legal and equitable remedies available under law. Damages, if any, resulting from this sub-paragraph will not exceed the amount of money Customer has paid Contractor under this contract. In the event Customer breaches the contract, Contractor may do the same. Damages, if any, resulting from this sub-paragraph, will not exceed the unpaid balance of this Contract.
- g. **ATTORNEY FEES.** In the event of a breach of this Agreement, the non-breaching party may recover, in addition to any damages or other remedies, reasonable attorney fees and costs incurred in the enforcement of this Agreement.
- h. **TERMINATION.** Either party shall have the right to terminate this Professional Services Agreement at any time during the term of this Agreement. In the event of termination Customer agrees to pay Contractor for services delivered up to the date of termination.
- i. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements between the parties, with respect to the subject matter hereof. This Agreement may be amended only by written agreement executed by the parties hereto.

II. **Intellectual Property Rights:** Customer acknowledges all documents and electronic media presented are owned exclusively by Contractor. Any reproduction requires prior, written permission from Contractor. Customer may retain associated resources after the end of the subscription period for unlimited use within the Customer's district.

III. **Payment Schedule and Terms.** The following represents the payments to be received by Contractor from Customer, and the scheduled payment dates. Customer shall pay invoices within 30 days of date of invoice. The term of the contract runs from execution through **December 31, 2022.**

7227 N 16<sup>th</sup> St. Suite 190 Phoenix AZ 85020  
Phone: 888.403.0936 Fax: 888.661.2444



Payment Schedule:	
February 28, 2017	\$65,400
February 28, 2018	\$66,000
February 28, 2019	\$66,000
February 28, 2020	\$66,000
February 28, 2021	\$66,000
February 28, 2017	\$66,000

By signing in the spaces provided below, Contractor and Customer agree to the terms and conditions of this Agreement. This agreement reflects the entire understanding in writing and supercedes any communications and/or agreements concerning this contract.

**Customer**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name, Title  
**Contractor**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Karen Young, President

**Please provide the following information in both sections:**

**Who will be the contact person for the work?**

Contact \_\_\_\_\_

Address \_\_\_\_\_

Contact \_\_\_\_\_

Phone \_\_\_\_\_

Title \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

Fax \_\_\_\_\_

**Who will receive the invoice and approve it for payment?**

7227 N 16<sup>th</sup> St. Suite 190 Phoenix AZ 85020  
Phone: 888.403.0936 Fax: 888.661.2444



7227 N 16<sup>th</sup> St. Suite 190 Phoenix AZ 85020  
Phone: 888.403.0936 Fax: 888.661.2444



**PLEASE NOTE:**

Contract must be signed and delivered to Contractor by **December 31, 2016** to guarantee terms stated above.

Please sign and date two copies of this contract. Keep one copy and forward the other copy to Contractor at:

A+ Educators

7227 North 16<sup>th</sup> Street, Suite 190

Phoenix, Arizona 85020

Via facsimile - 888.661.2444

Via email - karen.young@4plus.com.

A countersigned copy will be mailed to you upon receipt.

7227 N 16<sup>th</sup> St. Suite 190 Phoenix AZ 85020  
Phone: 888.403.0936 Fax: 888.661.2444