

BUSINESS SERVICES
2025-2026 SCHOOL YEAR

THIS BUSINESS SERVICES AGREEMENT (“Agreement”) is made and entered into this date April 28, 2026, by and between **CENTRAL INTERMEDIATE UNIT 10 (“CIU 10”)**, and **Philipsburg-Osceola Area School District (“POASD”)**, a public school organized and existing under and pursuant to the Public School Code of 1949, as amended, 24 P.S. Section 101 et seq., with an office and place of business at 200 Short Street, Philipsburg PA.

RECITALS

WHEREAS, POASD wishes to engage CIU 10 to provide Business Services starting April 28, 2026 through the end of the fiscal year; and

WHEREAS, the parties hereto wish to enter into an agreement memorializing the terms and conditions of the services that CIU 10 will provide to POASD.

NOW, THEREFORE, in consideration of the mutual promises and undertakings of the parties, they hereby agree as follows:

1. **REPRESENTATIONS, WARRANTIES AND COVENANTS, ETC.**

- a. CIU 10 represents and warrants that it has the staff (which may include in certain circumstances, subcontractors), facilities, and expertise to perform the Services competently and in a professional manner and within the applicable and agreed to time frames.
- b. CIU 10 represents and warrants that its activities on behalf of POASD hereunder are not and shall not be in conflict with any other contractual obligations of CIU 10.
- c. CIU 10 represents and warrants that it has all necessary authority to enter into this Agreement and to contract for, and perform all, the rights and undertakings set forth herein.
- d. CIU 10 recognizes and acknowledges that POASD is subject to certain federal and state statutes, rules, and regulations governing POASD’s operations, and that CIU 10 in performing certain Services hereunder shall be subject to POASD’s right to ensure that such Services are in conformance with such statutes, rules, and regulations notwithstanding anything herein to the contrary.

2. **TERM**

This Agreement shall commence on April 28, 2026, and continue until June 30, 2026, unless earlier terminated as provided herein.

3. **SCOPE OF SERVICES**

- a. Nothing herein shall obligate POASD to call upon CIU 10 for the performance of any Services whatsoever except as agreed to herein.
- b. CIU 10 shall carry out all activities hereunder in compliance with all applicable federal and state statutes, rules, and regulations, as well as POASD’s operating procedures and policies in effect.
- c. While CIU 10 is contracted to provide Business Services, CIU 10 is not acting in the capacity of the LEA.

- d. CIU 10 shall exercise best efforts to secure a qualified/certified individual to meet the request of the district but cannot guarantee success and, if not successful, CIU can decline the request.
 - e. CIU 10 shall provide the specific services including but not limited to (i) reconciliation support, (ii) audit support, (iii) construction payments and contract support, (iv) budget preparation and submission support and (v) other required duties as deemed necessary by POASD and agreed to by CIU 10.
4. COMPENSATION
- a. POASD shall compensate CIU 10 on an hourly basis at a rate of \$45.00 per hour.
 - b. CIU 10 shall be compensated for travel at the standard IRS rate.
5. INVOICING AND PAYMENT
- CIU 10's invoices and supporting documentation shall be prepared in an itemized format and shall contain sufficient detail to clearly identify the services performed and shall be submitted to POASD's Business Office for payment monthly. POASD shall remit payment in full as part of their normal pay cycle.
6. TERMINATION
- Either party may, without prejudice to any other right or remedy it may have, terminate this Agreement, by twenty (20) workdays' written notice to the other party. Either party may also terminate this Agreement, if either of the following events occur: (1) either party materially breaches any provision of this Agreement and fails to cure such breach within ten (10) days of written notice of breach given by the other party; or (2) either party becomes insolvent, makes an assignment for the benefit of creditors, files a petition for bankruptcy, becomes the subject of any receivership proceeding, or admits in writing its inability to pay its debts generally as they become due.
7. PRIVACY
- CIU 10 acknowledges that in the course of providing Services, he or his authorized employees or subcontractors may receive or have access to personal information of individuals.
- To the extent that CIU 10 receives or otherwise obtains access to information that is identifiable to a particular individual as a result of its activities, duties, or obligations hereunder, he agrees that he shall maintain any such information it obtains in strict confidence and shall use such information solely for the purpose of providing Services and for no other purpose whatsoever without that individual's consent.
8. PUBLICITY
- Neither party shall make any public announcements concerning the transactions contemplated by this Agreement, except as may be required by law or judicial order, nor issue any press release or make any public announcement which includes the name of the other party or its affiliates or otherwise uses the name of the other party or its products in any public statement or publicly released document, except with the prior written consent of the other party.
9. CLEARANCES
- CIU 10 shall have proper background checks for each employee and subcontractor completed prior to commencing any work. Said background check shall consist of, but not be limited to the Pennsylvania State Police Background Check (Act 34), the Pennsylvania Child Abuse History Clearance (Act 151) and the Federal Criminal History Record Information (CHRI) background check. In addition, CIU 10 will comply with both the training and reporting requirements of the mandated reporter regulations and all

requirements of the Pennsylvania Child Protective Services laws. POASD can request copies of these clearances from CIU 10's Human Resources Department: hr@ciu10.org

10. ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the parties and their affiliates, successors, and assigns. CIU 10 may not assign his rights and obligations under this Agreement without the prior written consent of POASD.

11. LIABILITY

- a. The CIU 10 agrees to indemnify, defend, and hold harmless both POASD and any director, officer, agent or employee of POASD against all claims, damages, losses, or penalties that result either from the acts or omissions of the administrative, professional, paraprofessional, or support staff provided by the CIU 10 under the terms of this agreement or from the maintenance or operation of any equipment or vehicles provided or used by the CIU 10 under the terms of this agreement. The CIU 10 shall maintain sufficient liability insurance for this purpose.
- b. POASD agrees to indemnify, defend, and hold harmless both the CIU 10 and any director, officer, agent, or employees of the CIU 10 against all claims, damages, losses, or penalties that result either from the acts or omissions of the administrative, professional, paraprofessional or support staff of CIU 10 or from the maintenance, use, or operation of any real property, equipment, or vehicles. POASD shall maintain sufficient liability insurance for this purpose.
- c. None of the administrative, professional, paraprofessional, or support staff provided by the CIU 10 under the terms of this agreement shall be considered employees or agents of POASD for any purpose, and none of the administrative, professional, paraprofessional, or support staff of POASD shall be considered employees or agents of the CIU 10 for any purpose. The CIU 10 agrees to indemnify, defend, and hold harmless POASD against all claims, damages, losses, or penalties resulting from any determination, whether judicial, administrative or otherwise, that any of the foregoing staff members provided by the CIU 10 under the terms of this agreement is an employee or agent of POASD. POASD agrees to indemnify, defend, and hold harmless the CIU 10 against all claims, damages, losses, or penalties resulting from the determination, whether judicial, administrative, or otherwise, that any of the foregoing staff members provided by POASD under the terms of this agreement is an employee or agent of the CIU 10.
- d. This agreement is intended to and shall be construed as consistent with all applicable state and federal laws in effect on the above date. To the extent that the law is construed as inconsistent with the language of this agreement, the law shall supersede the language as the contractual expression of the parties' intent and may be enforced as such.

12. INSURANCE

Unless otherwise agreed to in writing, CIU 10 shall, at its own expense, carry and maintain during the performance of services under this Agreement the following insurance with companies satisfactory to local school districts and charter schools and in amounts no less than that specified herein.

- a. Commercial General Liability insurance in an amount of not less than \$1,000,000, per claim and \$2,000,000 annual aggregate, covering premises and operations, independent contractors, bodily injury (including death), abuse and molestation, personal injury, property damage including, and without limitation, all contractual liability for such injury or damage assumed by CIU 10 under this Agreement.

POASD shall be named as additional insured as its interest may appear under the Commercial General Liability policy of insurance.

- b. Professional Liability insurance in an amount of not less than \$1,000,000 per claim if on a claim made form or per occurrence if on an occurrence form and \$1,000,000 annual aggregate, covering premises and operations, independent contractors, bodily injury (including death), personal injury, property damage, including, and without limitation, all contractual liability for such injury or damage assumed by CIU 10 under this Agreement. POASD shall be named as additional insured as its interest may appear under the Professional Liability policy of insurance.
- c. Worker's Compensation insurance in accordance with all federal and state statutory requirements (coverage must include all states in which operations are conducted) and Employer's Liability insurance in an amount of not less than \$500,000 per accident for bodily injury and \$500,000 per employee/aggregate for disease.
- d. Automobile Liability insurance with a limit of not less than \$500,000; Commercial Automobile Liability insurance in an amount of not less than \$1,000,000 combined single limit covering bodily injury (including death) and property damage for all owned, hired, and non-owned vehicles used by CIU 10. POASD shall be named as additional insured as its interest may appear under the Automobile Liability policy of insurance; and
- e. Umbrella Liability insurance with respect to Worker's Compensation, Commercial General Liability, and Commercial Automobile Liability in an amount of not less than \$1,000,000. POASD shall be named as additional insured as its interest may appear under the Umbrella Liability policy of insurance. The insurance company(ies) issuing the policies for such insurance coverage must have at least an A- rating from AM Best. CIU 10 agrees to provide POASD with certificates of insurance evidencing the foregoing coverage. Such certificates should indicate any deductible and/or self-insured retention and stipulate that the insurance will not be canceled while this Agreement is in effect without 30 days' prior written notice to school districts and charter schools. CIU 10 also agrees to have School districts and charter schools named as an additional insured on its Commercial General Liability policy as its interests may appear in connection with this Agreement. CIU 10 further agrees to ensure that all subcontractors it retains maintain adequate insurance coverage with respect to the services to be performed under this agreement.

13. SURVIVORSHIP

Accrued obligations under this Agreement, including but not limited to, CIU 10's obligations with respect to Confidentiality and Governing Law, shall survive the performance, expiration or termination of this Agreement.

14. WAIVER

No failure on the part of either party to exercise and no delay in exercising any right hereunder shall operate as a waiver of such right nor shall any single or partial exercise of such right preclude any other further exercise thereof or the exercise of any other right.

15. NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given when delivered personally, by facsimile, or when sent by registered or certified mail, return receipt requested, addressed to the addresses set forth hereinabove. If notice is sent by registered or certified mail, postage will be prepaid.

Notices may also be transmitted electronically between the parties provided that proper arrangements are made in advance to facilitate such communications and provide for their security and verification.

Either party may change their address at any time by giving notice to the other party in the manner specified herein.

16. GOVERNING LAW

Except where preempted by federal law, this Agreement will be enforced, governed by, and construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding any choice of law principles that would cause the law of any other jurisdiction to be applied. The parties hereto agree that the proper and exclusive forum for any litigation of any disputes or controversies arising out of or related to this Agreement shall be the Court of Common Pleas of Clearfield County, Pennsylvania.

17. SEVERABILITY

In the event any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable part had been severed and deleted.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to this Agreement, and all prior agreements relating to the Services hereunder, express, or implied, written, or oral, are nullified and superseded hereby.

19. AMENDMENTS

This Agreement may not be modified, amended, assigned, supplemented, or rescinded, nor any provision hereof waived, except by an instrument in writing executed by a duly authorized representative of the parties hereto, which, in the case of District, shall include only.

20. COUNTERPARTS

This Agreement, and any amendment or supplement hereto, may be executed in several counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

To the extent that any additional service not specifically provided for in this Agreement as originally approved is and/or are needed, and needed within a timeframe that it cannot be specifically approved by Board action at a regular meeting of the Board of Directors of the CIU, it and/or they may be provided and shall be provided pursuant to the specific cost in the schedule of costs, with formal approval to come at the next regularly scheduled meeting of the Board of Directors of the CIU.

