

Service Provider Agreement
2026-2027 SCHOOL YEAR

THIS SERVICE PROVIDER AGREEMENT (“Agreement”) is made and entered into this date February 26, 2026, by and between **CENTRAL INTERMEDIATE UNIT 10 (CIU 10)**, and Morgan Smoker, (**Provider**), a service provider, doing business at 108 Buckingham Lane Gordonville, PA 17529.

RECITALS

WHEREAS, Provider wishes to engage with CIU 10 to provide Keynote Speaking Services on August 3, 2026; and

WHEREAS, the parties hereto wish to enter into an agreement memorializing the terms and conditions of the services being provided to CIU 10.

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. Provider represents and warrants that it has the staff, facilities, and expertise to perform the Services competently and in a professional manner and within the applicable and agreed to time frames.
- b. Provider represents and warrants that its activities hereunder are not and shall not be in conflict with any other contractual obligations of Provider.
- c. Provider 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. Provider recognizes and acknowledges that it is subject to certain federal and state statutes, rules, and regulations governing operations, and that performing certain Services hereunder shall be subject to CIU 10’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 August 3, 2026, and shall terminate at the conclusion of services on that same date, unless earlier terminated as provided herein.

3. SCOPE OF SERVICES

- a. Provider shall carry out all activities hereunder in compliance with all applicable federal and state statutes, rules, and regulations.
- b. Provider shall provide the specific services included in appendix A.

4. COMPENSATION

All hours set forth here and below are estimated based upon conversations with Provider and are subject to adjustment upward and downward on monthly bill based upon the actual number of service hours provided. All hours set forth are in appendix A.

5. INVOICING AND PAYMENT

Provider’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 CIU 10 for payment monthly. CIU 10 shall remit payment in full the workday following official Board action.

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

Provider acknowledges that in the course of providing Services, authorized employees or subcontractors may receive or have access to personal information of individuals. To the extent that Provider's employees receives or otherwise obtains access to information that is identifiable to a particular individual as a result of its activities, duties, or obligations hereunder, each agrees that it 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

Provider shall have proper background checks for each employee 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, Provider will comply with both the training and reporting requirements of the mandated reporter regulations and all requirements of the Pennsylvania Child Protective Services laws. Provider will submit copies of these clearances to 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. Provider may not assign their rights and obligations under this Agreement without the prior written consent of Service Provider.

11.LIABILITY

- a. Provider agrees to indemnify, defend and hold harmless both CIU 10 and any director, officer, agent or employed of the CIU 10 against all claims, damages, losses or penalties that result either from the acts of omissions or the administrative, professional, paraprofessional, or support staff provided by Provider under the terms of this Agreement or from the maintenance or operation of any equipment or vehicles provided or used by Provider under the terms of this Agreement. Provider shall maintain sufficient liability insurance for this purpose.
- b. CIU 10 agrees to indemnify, defend, and hold harmless Provider and any director, officer, agent or employee of Provider against all claims, damages, losses or penalties that result either from the acts or omissions of the administrative, professional or support staff of Provider or from the maintenance, use or operation of any real property, equipment, or vehicles.
- c. None of the staff provided by Provider under the terms of this agreement shall be considered employees or agents of the CIU 10 for any purpose. Provider agrees

to indemnify, defend, and hold harmless the CIU 10 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 Provider under the terms of this agreement is an employee or agent of the CIU 10. CIU 10 agrees to indemnify, defend, and hold harmless Provider 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 CIU 10 under the terms of this agreement is an employee or agent of Provider.

- 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, Provider shall at its own expense, carry and maintain during the performance of services under this Agreement the following insurance 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 Provider under this Agreement.
- b. Professional Liability insurance in an amount of not less than \$1,000,000 per claim if on a claims 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 Provider under this Agreement.

13. SURVIVORSHIP

Accrued obligations under this Agreement, including but not limited to, the Provider'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 its or his 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 Centre 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 the duly authorized representative of the parties hereto.

THE PARTIES have signed this Agreement as of the Effective Date first above written.

SERVICE PROVIDER

By: Morgan

Attest:

CENTRAL INTERMEDIATE UNIT 10

Lauryn Weaver
Board Secretary

Board President

Appendix A

Vendor Fair

The Contractor shall prepare and bring all materials necessary to set up and staff a table at the Vendor Fair from 11:30 AM to 1:00 PM. The table shall showcase the Contractor's photography business and work. The Client shall provide the table.

Afternoon/Closing Keynote

The Contractor shall prepare and deliver a 30-minute keynote presentation describing personal experiences in school as a student with complex communication and learning needs, including the development of skills that supported success following high school graduation. Following the presentation, the Contractor shall participate in a question-and-answer session using pre-written questions provided by the Client no later than thirty (30) days prior to the conference. The keynote session shall take place from 2:15 PM to 3:15 PM.

Compensation for these services will be provided in the amount of \$250.