

**Millersville University
CONTRACT FOR SERVICES**

This contract is made and entered into the 15 day of October, 2019 by the School District of Lancaster hereinafter called the Client, whose main office is located at 251 S. Prince St. Lancaster, PA 17603 and Millersville University of Pennsylvania hereinafter called MU, located in Millersville, PA 17551.

Client Contact for Project:

The Client contact for this project is:

Dr. Damaris Rau, Superintendent
School District of Lancaster
251 S. Prince Street
Lancaster, PA 17603

MU Project Manager:

The project shall be conducted under the direct supervision of:

Dr. Miriam Witmer, and Dr. Jeffrey Wimer
College of Education and Human Services
Millersville University
P.O. Box 1002
Millersville, PA 17551

Purpose of Project:

This project will provide professional development and educational services to School District of Lancaster students with the aim of increasing the number of students from under-represented populations entering the teaching careers. The goal is to address the mismatch between the shifting demographics in the PK-12 school population and the decreasing minority representation in the teaching force.

Scope of Work:

Side-by-Side is a collaborative project between Millersville University (MU) and the School District of Lancaster (SDoL) aimed at preparing high school students of color in the School District for college readiness and a possible career in education. As a “grow your own program,” it will serve as pathway for recruiting minority students into teacher education programs at MU and will support the general recruitment effort of the university and ultimately the diversity of the teaching force in school districts in its service area. The entire project will be delivered using a developmental approach for induction into the education profession, providing support for students from grades 8 through college graduation and first year of teaching in SDoL.

MU Will Provide: MU will provide educational services and professional development opportunities to SDoL students via four programs. These programs are:

1. Color of Teaching—a mentoring program for students in grades 7-12
2. Side-by-Side—which involves in-school teaching seminars and practice teaching for students in grades 9-10
3. College Readiness Summer Academy—a college residential overnight camp experience for students in grades 10-11; and
4. Dual enrollment course—a first year college credit bearing course offered to students in grade 12 to explore the power of teachers to shape the future, and how careers in education and coaching promote social justice and civic responsibility

Contract Period

Beginning Date: October 1, 2019
Ending Date: September 30, 2020

Termination Conditions:

a. Notification of termination by Client:

The Client has the right to terminate this contract for any reason. Notification of termination must be in writing and provided to MU thirty (30) days prior to termination date. The Client will be billed for all work provided by the contractor up to and including the day of termination.

b. Notification of termination by MU:

The University has the right terminate this contract for any reason. Notification of termination must be in writing and provided to the Client thirty (30) days prior to termination date.

Billing for Services:

Total cost to the Client for the project is \$20,478.30 to be paid in 2 installments of \$10,239.15 each. The first installment will be paid by December 16, 2019. The second payment will be due within thirty days of the completion of the proposed work.

Changes to Contract:

This contract and the attachments constitute the entire agreement between the parties. Changes to this contract may only be made upon mutual agreement of both parties through a written amendment to this contract signed by authorized agents.

Limitation of Damages:

The Client agrees that in any dispute under this contract whether brought in tort or other form of action, the Client's sole and exclusive remedy against MU shall be payment of the Client's actual damages or the price paid by the Client for the services in this contract, whichever is the lesser. In addition, the Commonwealth does not waive sovereign immunity and will not be responsible for damages unless a judgment is rendered against the Commonwealth in a court of competent jurisdiction.

The Client agrees to fully meet and comply with the provisions attached and incorporated herein as: the Non-Discrimination Clause, Rider A; and Terms and Conditions Clause, Rider B; and the Contractor Integrity Provisions, Rider C.

For the Client:

DocuSigned by:
Matthew Przywara

322468871068495
Title:
Chief Financial & Operations Officer

10/28/2019
Date

For the Commonwealth:

Eric N Sheppard

Eric Sheppard
Associate Vice President for Finance & Admin.
Millersville University

10/9/2019
Date

RIDER A

NON-DISCRIMINATION CLAUSE

During the term of this contract, the Client agrees as follows:

1. The Client shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, or sex. The Client shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment without regard to their race, color, religious creed, handicap, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.
2. The Client shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of the Client's non-compliance with the non-discrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part.
3. It shall be no defense to a finding of non-compliance with this non-discrimination clause that the Client had delegated some of its employment practices to any union, training program, or other source of recruitment which prevented it from meeting its obligations. However, if the evidence indicates that the Client was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
4. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that the Client will be unable to meet its obligations under this non-discrimination clause, the Client shall then employ and fill vacancies through other non-discriminatory employment procedures.

RIDER B

TERMS AND CONDITIONS

1. The Client agrees to comply with all applicable laws and regulations of the Commonwealth in carrying out this contract.
2. Questions concerning this contract should be directed to the Project Manager. Any correspondence concerning invoices or the payment of said invoices should be directed to the Director of Accounting.
3. The Client, its agents and employees, shall act in an independent capacity and shall not act or be deemed to act as officers, employees, or agents of the Commonwealth.
4. Millersville University's relationship to the Client in the performance of this contract is that of an independent contractor. The personnel performing the services under this contract shall at all times be under MU's exclusive direction and control and shall be employees of MU and not employees of the Client. MU shall be responsible for payment of all forms of compensation to its employees engaged under this project. MU shall provide Worker's Compensation insurance and shall accept full responsibility for payments of any Unemployment Compensation, Social Security, and any other charges or deductions required by law for employees who perform work pursuant to this contract.
5. Regardless of provisions to the contrary found elsewhere in the provisions of this contract, the laws of the Commonwealth of Pennsylvania shall be used in the interpretation of this contract and shall prevail over the laws of any other state in construction of the contract, and claims by the Client must be brought exclusively in a court of competent jurisdiction.
6. In the event of conflict between the provisions of this form and any attachment hereto, the provisions of this form shall prevail.
7. Neither the Client nor MU assumes any liabilities to each other. As to liability to each other or death to persons, damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or the State System of Higher Education or the University.
8. The Client's obligation to pay is not assignable without prior written consent of MU, nor can the Client assign MU duties under this project to anyone else without MU's written permission.
9. MU's obligations are contingent upon the availability of the individuals to perform the services as specified in this contract.

RIDER C

**CONTRACTOR INTEGRITY PROVISIONS
MILLERSVILLE UNIVERSITY OF PENNSYLVANIA
STATE SYSTEM OF HIGHER EDUCATION
COMMONWEALTH OF PENNSYLVANIA**

1. The Client shall not disclose to others any confidential information gained by virtue of this agreement.
2. The Client shall not, in connection with this or any other agreement with MU, directly or indirectly, offer, confer or agree to confer any pecuniary benefit on anyone as consideration for the services outlined in this contract.
3. The Client shall not, in connection with this or any other agreement with MU, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of MU.
4. The Client, upon being informed or having knowledge that any violation of these provisions has occurred or may occur, shall immediately notify MU.
5. For violation of any of the provisions, MU may terminate this and any other Agreement with the Client, claim liquidated damages in an amount equal to the value of services provided, and claim damages for all expenses incurred. These rights and remedies are cumulative, and the use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those MU may have under law, statute, regulation, or otherwise.