

## Contract

This Agreement is made this 1st day of September 2023, between the PENN-DELCO SCHOOL DISTRICT, 2821 Concord Road, Aston, PA 19014 ("District"), and Jeanne K. Arabia, 257 East Rose Tree Road, Media, PA 19063 ("Contractor").

WHEREAS, District desires to engage Contractor to perform private investigation services as may be assigned from time to time; and

WHEREAS, Contractor desires to provide the aforementioned services for the District;

NOW THEREFORE, for and in consideration of the premises and promises set forth below, and intending to be legally bound, the parties hereto agree as follows:

1. The Engagement. Subject to the terms and conditions set forth in this Contract, the District engages the Contractor to provide the services set forth in Attachment "A", attached hereto and incorporated into and made part of this Agreement, for the compensation set forth in the Attachment. Contractor will submit invoices to the District itemizing services provided, including the costs of any sub-contracted work. District will make payment to Contractor in thirty (30) days of receipt of the invoice.

### Additional Terms and Conditions

2. Term/Termination. This Agreement shall be in effect until the parties agree to change it. Either party may, with 30 days advance written notice, cancel this contract with written notice to the other party. Contractor will be paid for any work performed up to and including the date of termination, and will provide District with any reports - in draft and/or final form, existing as of the date of termination.
3. Notices. Any and all notices or communication required or permitted to be give under any of the provisions of this Agreement shall be in writing and shall be deemed to have been given upon the mailing thereof by first class registered mail return requested, postage prepaid, as follows:

To Contractor:

Jeanne K. Arabia  
257 East Rose Tree Road Media, PA 19063

To District:

Penn-Delco  
Attn: Dr. George Steinhoff, Superintendent School District 282 1 Concord Road  
Aston, PA 19014

4. Entire Agreement. This writing, together with the attached and incorporated attachment(s), constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether written or oral, of the parties; and there are no representations, warranties, or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein or therein. This Agreement may not be modified or amended except in writing signed by both parties.

5. Waiver/Indemnification. Contractor hereby agrees to defend, indemnify and hold harmless District from and against any claims, actions, or causes of action that may arise from the performance of this contract and/or its duties and obligations hereunder, including but not limited to: injuries or damages in the workplace, payment for services by third parties, and actions or omissions by third parties not employed by or contracted by District.

6. Insurance. Contractor agrees to carry general liability and bodily injury insurance in the minimum amount of One Million Dollars to cover any damage to District property or individuals as a result of Contractor's work under this Agreement. Contractor represents that it provides workers compensation coverage for its employees in the statutory amounts required by law.

7. Pennsylvania Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania excluding any conflict of laws rules or statutes.

8. Dispute Resolution. Any disputes between the parties and arising under this Agreement shall be brought in the courts of Delaware County, Pennsylvania.

9. Assignment. This Agreement shall not be assigned by either party unless said assignment is agreed to by both parties as indicated by a signed written agreement. Contractor may engage the services of sub-contractors to perform work required under this contract, and such engagement will not be considered assignment. Contractor will be responsible to compensate any individuals she may retain to perform work under this Contract.

10. Severability. If any provision of this Agreement is found by a court of law to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

II. Relationship of Parties. Contractor is an independent contractor responsible for the delivery of services, but agrees to abide by all relevant policies of District. Contractor shall not be, nor shall she be deemed to be, an employee of District. Contractor shall not be eligible for or receive any pension or similar employment benefits or compensation, or workers' compensation as provided to District employees.

As an Independent contractor, Contractor shall be personally responsible for payment of all federal, state, or local taxes, and other required deductions. Contractor will be responsible for the payment of any costs or professional expenses, except as may be set forth in Attachment "A".

12. Confidentiality. Contractor understands and agrees that in the course of performing services under this Agreement, she may receive confidential information regarding District and District students, including, but not limited to: education records and home/family information. Contractor hereby confirms that all information concerning pupils provided to her shall be confidential, and agrees never to disclose such information to any third party, except in accordance with the policies of District and with prior notice to District.

13. Compliance with Law. Contractor certifies that she has compiled with all federal, state and local laws regarding any certifications, permits or licenses that may be required in order for her to perform the work required under this Agreement.

PENN-DELCO SCHOOL DISTRICT

JEANNE K. ARABIA

BY:  
Printed Name: Mr. Leon Armour  
Title: Board President

BY:  
Printed Name:  
Title:

Date:

Date:

See Attachment A for rates

*Jeanne K. Arabia*

Private Investigator  
257 East Rose Tree Road  
Media, PA 19063  
610.565.6122

Attachment "A"

THE SCHOOL DISTRICT agrees to pay on a fee-for-service basis to the INDEPENDENT CONTRACTOR the following:

Hourly rate of \$85.00

Mileage rate of \$.66 per mile

Tag locator - \$120.00