

Stronge and Associates Educational Consulting, LLC
Subscription Agreement and Statement of Work (“Agreement”)

Stronge and Associates Educational Consulting, LLC (“STRONGE”) will provide Black Horse Pike Regional School District (“Customer”) with the Stronge Evaluation System (“STRONGE EVALUATION SYSTEM”). The supply of STRONGE EVALUATION SYSTEM and use of STRONGE EVALUATION SYSTEM by the Customer will be subject to the terms of the Agreement.

1. Features of STRONGE EVALUATION SYSTEM

Handbooks, forms, fact sheets, presentations, research reports, training activities, resource listings, and standards with rubrics.

2. STRONGE Responsibilities

2.1 During the term of this Agreement, STRONGE agrees to perform as follows:

- i) Supply STRONGE EVALUATION SYSTEM to Customer via electronic copies of the Teacher Effectiveness Performance Evaluation System (TEPES), Educational Specialist Effectiveness Performance Evaluation System (ESEPEs), and Leader Effectiveness Performance Evaluation System (LEPES) Handbooks. The handbooks describe the components of the evaluation system, how the system should be used, and the forms recommended to implement the system.
- ii) Provide, via electronic means, TEPES and LEPES fact sheets, research syntheses, and annotated bibliographies, plus Frequently Asked Questions about the evaluation system, an evaluation glossary, and Student Learning Objectives resource materials.
- iii) Use all commercially reasonable efforts to respond to questions from the Customer in a timely manner.

2.2 The Technical Assistance and training that can be provided by STRONGE and the pricing for the Technical Assistance and training will be provided in a separate document through STRONGE.

3. Updates and Enhancements

STRONGE may provide updates and enhancements (“Updates and Enhancements”) which STRONGE at its sole discretion deems to be logical improvements to components of STRONGE

EVALUATION SYSTEM previously supplied to Customer under the Agreement, and which STRONGE makes generally available to other Customers, and does not separately price or market. Any Updates and Enhancements that are provided to Customer shall be deemed part of STRONGE EVALUATION SYSTEM and shall be used in accordance with the requirements and obligations set forth in the Agreement.

4. Customer's Responsibilities

During the term of this agreement, Customer agrees to perform as follows:

- 4.1 Designate at least one of Customer's employees (or consultants) as the liaison for all communications between STRONGE and Customer.
- 4.2 Perform all editing, updating and other tasks as agreed upon by the parties in a timely manner.

5. Customer's Use

The Agreement provides Customer the right to use STRONGE EVALUATION SYSTEM and any Updates and Enhancements and associated documentation and reference material. STRONGE EVALUATION SYSTEM shall be used by Customer solely for Customer's own internal use and is subject to the rights and requirements specified in the Agreement. A school district must ensure that any uploading of STRONGE EVALUATION SYSTEM standards, forms, or other intellectual property onto an applicable in-house management information system or application will not result in the transfer or use of such intellectual property outside the school. If a system other than Frontline Education's Professional Growth solution (formerly OASYS), is the preferred management information system, prior written permission must be obtained from STRONGE.

6. Term and Termination

This agreement shall for be for a term of one year, commencing on the date of the last to be signed of the Agreement (the "Effective Date"), and shall automatically renew for successive one-year terms unless one party notifies the other of its intention not to renew the agreement at least 30 days prior to the expiration of the then current term.

Either party may terminate the agreement for any reason with 90 days written notice. However, upon the material breach of the Agreement by either party, the other party may

terminate the Agreement immediately. If the Customer terminates this Agreement, STRONGE will refund to Customer only the prorated portion of the fee paid for the license for use of STRONGE EVALUATION SYSTEM remaining under the Agreement.

7. Fees

In consideration for the services provided by STRONGE to Customer, Customer shall upon execution and delivery of the STRONGE Agreement pay the fees set forth in the Agreement with Frontline Education. A user is defined as the employee beginning evaluated or the evaluator. In the event that Customer automatically renews this agreement, Customer shall pay the fees within the timeline set forth in the Frontline Agreement.

8. Ownership and Confidentiality

STRONGE EVALUATION SYSTEM including any rubrics, guidebooks, handbooks, video-based simulations, forms, fact sheets, presentations, research reports, training activities, resource listings, and other programs, systems, data, and materials furnished by STRONGE to Customer including all trademarks, trade names, logos, characters and the look and feel of STRONGE EVALUATION SYSTEM, including without limitation, all copyrights, trademarks, trade names and other proprietary rights inherent therein or appurtenant thereto, is and will remain the property of STRONGE and Customer will have no rights or interests in this except as provided in this Agreement.

9. Customer Data

Customer's data will not be utilized by STRONGE for any purpose other than that of rendering services to Customer under the Agreement, nor will Customer's data or any part thereof be disclosed to third parties by STRONGE, its employees or agents except as provided for in Paragraph 10. Each party to the Agreement agrees that Customer may disclose Customer Data as required or at its discretion.

Customer's and its User's data is and will remain the property of Customer and, upon the termination of the Agreement for any reason, such data will be returned to Customer, subject to Customer's payment of all fees due and owed by Customer under the Agreement and the fee paid for the license to use STRONGE EVALUATION SYSTEM under the Agreement.

10. Confidentiality

Each party agrees that all information communicated to it by the other will be held in strict confidence and will be used only for the purposes of the Agreement and that no such information (“Information”) will be disclosed by the party receiving the Information (“Recipient”), its agents or employees without the prior written consent of the party disclosing the Information (“Disclosing Party”) unless the Information a) is now or hereafter becomes, through no act or omission on the part of Recipient, generally known or available, or is now or later enters the public domain through no act or omission on the part of Recipient; b) was acquired by Recipient independently of this Agreement and without restriction as to use or disclosure; c) is hereafter rightfully furnished to Recipient by a third party, without restriction as to use or disclosure; d) is information which Recipient can document was independently developed by Recipient; e) is required to be disclosed pursuant to law or regulation, provided Recipient gives notice to Disclosing Party of such required disclosure; or f) is disclosed with the prior written consent of Disclosing Party.

If the Recipient is required to disclose any portion of the Information or STRONGE is required by law to disclose any portion of Customer data, whether with or without a guarantee of confidentiality, STRONGE or the Customer as applicable will notify the other in writing within two (2) business days of learning of the requirement to disclose Information or Customer data.

Customer or its successor is obligated to keep STRONGE’s information confidential for five (5) years after the termination of this Agreement.

11. Non-Performance in Certain Cases

As with all services, access to STRONGE EVALUATION SYSTEM is sometimes interrupted due to conditions beyond STRONGE’s control. STRONGE shall be excused from performance of this Agreement, in whole or in part, as a result of delays caused by Customer, a third party or an act of God, or other cause beyond its reasonable control and which it could not have prevented by reasonable precautions, including failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment, hackers, failure of software and the like and such non-performance shall not be considered a breach of this Agreement or grounds for termination.

12. Authority to Perform

Each party confirms to the other that it has all requisite power and authority to execute, deliver and perform its obligations under the Agreement, and no approval authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under the Agreement.

13. Limitation of Liability

In the event that STRONGE shall be liable to Customer for any matter arising out of or in any way relating to the STRONGE Agreement, whether based on an action or claim in contract, tort, or otherwise, then the amount of damages recoverable against STRONGE shall not exceed the amount paid by Customer for its license to use STRONGE EVALUATION SYSTEM in the prior twelve-month period for the specific service which is the subject of the action or claim. STRONGE shall not be liable for indirect, special, consequential or punitive damages of any party, including third parties. Further, no cause of action that accrued more than two years prior to the filing of a suit alleging such cause of action may be asserted against STRONGE.

14. Disclaimer of Warranties

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF STRONGE SET FORTH IN THIS AGREEMENT, STRONGE DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

15. Miscellaneous

15.1 This Agreement represents the entire agreement of STRONGE and the Customer. This Agreement supersedes any earlier agreement, whether oral or written.

15.2 No amendment to this Agreement shall be binding upon either party unless reduced to writing and duly executed by each of the parties in the same manner as execution of this Agreement.

15.3 Customer shall not assign, transfer, license, sub-license or any of its rights or obligations under the Agreement without the prior written consent of STRONGE.

15.4 This Agreement shall be governed by and construed according to the laws of the State of Florida as applicable to agreements executed in and to be wholly performed within such State, excluding its principles of conflict of laws. In the event of any dispute arising under the Agreement, Customer irrevocably submits to the exclusive jurisdiction of the courts located in Florida and Customer waives any objection thereto based on lack of venue, forum non-conveniens or any similar-type grounds.

15.5 No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. Waivers must be in writing and signed by the party waiving its rights.

15.6 If any provision of this Agreement is held by a court of competent jurisdiction to be void, such provision shall be deemed severed from the remainder of the Agreement, and unless the intent of the Agreement is materially affected by the invalidity, the remaining provisions of this Agreement will remain in full force and effect.

15.7 In the event of termination or expiration of this Agreement, Paragraphs 8, 9, 10, 13, 14, 15.3, and 15.4 shall survive.

Agreed to and accepted this ___ day of _____, 20__:

STRONGE & Associates Educational Consulting, LLC

By: 

Name: James H. Stronge

Title: CEO, Stronge and Associates Educational Consulting, LLC

By: _____

Name: _____

Title: _____

Address: _____
