



***PROFESSIONAL SERVICES AGREEMENT***

**Date: June 27, 2023**

**Customer: Chartiers Valley School District**

**Customer Contact:** Jade Fiore  
Director of Pupil Services  
Chartiers Valley School District  
2030 Swallow Hill Road  
Pittsburgh, PA 15220  
412-429-2638

**Wesley Family Services Contact:**  
**Lee Pasquale-Bain**  
**Wesley High School**  
**5250 Caste Drive**  
**Pittsburgh, PA 15236**  
**(412) 253-1238**  
[lee.pasquale-bain@wfspa.org](mailto:lee.pasquale-bain@wfspa.org)

This Professional Services Agreement (“Agreement”) is made this day, June 27, 2023 between Wesley Family Services (“WFS”), with a corporate address of 615 Alpha Drive, Pittsburgh, PA 15238, and Chartiers Valley School District, (“Customer” and, together with WFS, the “Parties”), located at 2030 Swallow Hill road, Pittsburgh, PA 15220.

WHEREAS, Wesley Family Services (hereinafter “WFS”) is a provider of educational, behavioral health, autism, and family support services throughout Western Pennsylvania;

WHEREAS, Customer desires to engage WFS to provide educational evaluation services set forth in Exhibit A, which is incorporated herein by reference as though fully set forth;

NOW THEREFORE, the Parties agree to the following:

1. WFS shall provide the services set forth in Exhibit A in accordance with the agreed upon dates, times, and locations as mutually agreed to by both parties based upon the need for the services set forth therein.
2. WFS shall provide all necessary materials and equipment to conduct the services.
3. Customer shall provide appropriate facilities to conduct the services.
4. This agreement shall begin on or around July 1<sup>st</sup>, 2023 and continue through June 30<sup>th</sup>, 2024.
5. Customer agrees to pay WFS a Service Fee in the amount of \$100 per hour for services provided as set forth in Exhibit A. WFS will invoice Customer within seven (7) days of the close of each month. Such

consideration shall become due and payable to WFS within thirty (30) days of Customer's receipt of each invoice.

6. a. This agreement may be terminated at any time by either Party upon sixty (60) days' written notice. Such termination shall not prejudice any other remedy to which the terminating Party may be entitled, either by law, in equity, or under this Agreement  
  
b. If either Party breaches this Agreement and fails to cure such breach within seven (7) days of receiving notice of such breach, the non-breaching Party may terminate this Agreement without prior notice regarding such termination.  
  
c. Upon termination of this Agreement, Customer shall have no further obligation to WFS except to pay any accrued but unpaid payments described under paragraph 5 hereof.
7. Neither Party shall be liable to the other for incidental, consequential, punitive, exemplary or indirect damages, lost profits, or other business interruption damages, in tort, contract or otherwise.
8. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, communications, and representations regarding the subject matter hereof, either oral or in writing. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Agreement. Any changes, corrections, modification or additions to this Agreement shall be in writing and signed by both parties.
9. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement of promise not contained in this Agreement shall be valid or binding.
10. If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
11. This Agreement shall be governed by, and construed under, the laws of the Commonwealth of Pennsylvania.

WESLEY FAMILY SERVICES

CUSTOMER

BY: \_\_\_\_\_  
Amy Townsend  
Director of Education & School Services

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **Exhibit A**

### **Services to be provided to Customer:** Independent Educational Evaluations

- The WFS evaluator will conduct testing, provide a typewritten report and participate in feedback sessions, if requested
- Functional Behavioral Assessments (FBAs), including school environment observations, implementation, or guidance of data collection methods with relevant school personnel, administration and interpretation of rating scales, case conceptualization, report writing and interpretation feedback. In addition, FBA process may include assistance with development of ensuing Behavior Intervention Plan (BIP) as requested.

**Services will be provided by:** Pennsylvania Licensed Psychologist or Pennsylvania State Certified School Psychologist employed by or contracted by WFS.

**Basis of Fee:** \$100 per hour spent on testing, report writing and feedback sessions.