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Pennsylvania Counseling Association

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President Elect Report

Donald A. Strano, Ed.D., LPC, NCC

February 2008

1. Job board on the website

Attached to this report is a copy of the Service Agreement from Job Target to set up the job posting portion of our website.

The Board will need to approve this agreement before we enter into such an arrangement.

2. 2008 Conference – *Returning To Our Roots*

Colleen Logan has agreed to be the keynote speaker at the 08 conference. She is currently President-Elect of ACA and will be the President at the time of our conference. In addition I have invited her to present a program during one of the regular educational session on a topic of her choosing.

Colleen Logan **ACA President-Elect**



Colleen R. Logan is the Vice President of Academic Affairs at the Argosy University Dallas Campus. She also serves as the Associate Dean of the College of Psychology and Behavioral Sciences for Argosy University. She began her career working with HIV infected individuals and their significant others at the Whitman – Walker Clinic in Washington DC. Following doctoral studies, she taught at the University of Houston-Victoria. While in Houston, Colleen built and maintained a successful private practice working with gay, lesbian, bisexual and transgender clients and their significant others, prior to joining Argosy University in 2004.

Service to the counseling profession has been central to Colleen's life. She is past Co-Chair, President-Elect, President and Governing Council Representative of the Association of Lesbian, Gay, Bisexual and Transgender Issues in Counseling. She also served as a member and Co-Chair of the National Ethics committee. She has served as a member of the American Counseling Association's Executive committee and she has served as Chair of the Blue Ribbon Panel for the past two years. Colleen and Dr. Colleen Connolly were the co-founders of TAGLBIC, the Texas division of The Association of Lesbian, Gay, Bisexual and Transgender Issues in Counseling. Along with others, Colleen contributed to the development of the ACA-endorsed competencies for working with gay, lesbian, bisexual and transgender clients and their significant others.

Colleen has made numerous professional presentations regarding the devastating impact of homophobia as well as the myriad issues related to providing affirmative counseling to gay, lesbian,

bisexual and transgender clients and their significant others.. She has authored or co-authored a number of articles as well as a book with Dr. Robert Barret regarding counseling issues related to working with sexual minority clients.

Colleen's graduate degrees are from Duquesne University and the University of Virginia. Colleen is a Licensed Professional Counselor and a Licensed Marriage and Family Therapist.

In her spare time, Colleen enjoys time with her two children Brendan and Shayna.

JOBTARGET CAREER CENTER SERVICE AGREEMENT

THIS AGREEMENT is dated effective 10/24/2007, and is by and between JOBTARGET, LLC, a limited liability company organized under the laws of the State of Connecticut with a principal office located at 225 State St., Suite 300, New London, CT 06320, and

Pennsylvania Counseling Association, which operates the website at <http://www.pacounseling.org>, (hereafter 'Customer').

1. Services. Customer desires to contract JobTarget to manage its career services. This shall include an online job board, resume bank, career advice, resume services, coaching services, and other services related to user job searching and employer recruiting (“Career Services”). For the duration of this agreement, JobTarget shall be the sole and exclusive provider of said services to Customer.

The Customer also desires that the users of its existing website have the ability to view candidate resumes, store resumes, and monitor/manage job postings. JobTarget agrees to construct and manage a customized career center (“the Job Board”) which will be linked to the Customer’s website.

JobTarget will bill Customer’s clients, collect client fees, and provide Job Board technical support and customer service to Customer’s clients. JobTarget will have the right to send client communications which are co-branded with Customer, for communications related to the service.

2. Fees. JobTarget will collect all fees related to the Customer's clients' use of the Job Board. Customer will be entitled to monthly commissions (payable 30 days from the end of the month) on these collected fees according to the following commission schedule outlined here:

(a) Commissions for job postings, job subscriptions, job posting credits, packages, print classifieds, job listing upgrades, job posting renewals, and other services related to job postings, for use on Job Board:

Sale originating from Customer's Job Board: Customer Commission: 70%, JobTarget Commission: 30%

Sale originating from another Network Job Board: Customer Commission: 40%, JobTarget Commission: 40%, Referring Network Job Board: 20%

(b) Commissions for resume purchases, resume subscriptions, resume credits, resume posting fees, resume listing upgrades, renewals, and other services related directly to resumes, for use on Job Board.

Sale of resume, which was posted on Job Board, from Job Board: Customer Commission: 70%, JobTarget Commission: 30%

Sale of resume, which was posted on Job Board, from another Network Job Board: Customer Commission: 20%, JobTarget Commission: 60%, Referring Network Job Board: 20%

(c) Commissions for selling products and services of other JobTarget Network Job Boards

Sale of any product/service, offered by another Network Job Board, from the Job Board: Customer Commission: 20%, JobTarget/Network Commission: 80%

3. Posting Fees. If Customer decides to charge employers less than twenty-five (\$25.00) dollars for job postings on the Job Board, Customer agrees to pay JobTarget a posting fee of five (\$5.00) dollars per posting.

content, code, data and other materials created as a result of this agreement and/or usage of its software.

6. Indemnifications. The parties agree to indemnify and hold the other harmless from all claims, judgments, settlements, damages, liabilities, actions, demands, costs, expenses, or losses, including reasonable attorney's fees, arising out of any claim that the other party's content or services i) are libelous; ii) are infringements upon the copyright, trademark, trade secret or other proprietary rights of others, or (iii) result in any tort, injury, damage or harm of any kind to any third person.

7. No Warranties. Neither party makes any warranty in connection with the subject matter of this agreement, and hereby disclaims any implied warranties or merchantability and fitness for a particular purpose regarding such subject matter.

8. Limitation of Liability. Subject to provisions of Section 9(e) herein, the parties agree that neither party shall be liable to the other for any special, incidental, or consequential damages, whether related to breach of contract, tort, negligence, technology failure, or any other cause of action. Except for matters covered in Section 6 herein, the maximum liability of JobTarget relating to any transactions that are the subject matter of this agreement shall be the amounts set forth in Section 2 herein.

9. General Provisions.

a) Assignment. Customer may not assign this Agreement in whole or in part without JobTarget's written consent.

b) Law. The parties agree that this agreement will be construed in accordance with the laws of the State of Connecticut.

c) No Agency. The parties herein agree that they are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency or joint venture.

d) Force Majeure. Any delay in or failure of performance by either party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of such party including, but not limited to, acts of God, power outages, technological problems and governmental restrictions.

4. Term/Termination.

(a) Unless terminated earlier as provided below, the initial term of this Agreement is two (2) years, commencing on date of execution of Agreement. After the initial term expires, this Agreement shall automatically renew for additional two (2) year terms on the same terms and conditions, unless terminated as provided below.

(b) The parties agree that this Agreement may be terminated, upon any one of the following conditions:

i) by either party upon the material breach of any of the terms of this Agreement by the other party which material breach is not cured within thirty (30) days after delivery of written notice thereof specifying the breach to the breaching party;

ii) by either party immediately upon giving notice, if (A) the other party ceases doing business for a period of thirty (30) days or more (for purposes of this paragraph, the reorganization of party and/or the acquisition and/or merger of the party with another entity is not "ceasing to do business"), (B) the other party makes a general assignment of a substantial portion of its assets for the benefit of its creditors, or (C) a bona fide bankruptcy, liquidation, receivership, or similar proceeding is instituted by or against the other party and such proceeding is not dismissed within one-hundred-twenty (120) days after the institution thereof; or

iii) at the end of any term, provided that one party provides written notice to the other party at least 90 days prior to the end of the term.

(c) Upon termination, Customer has the option to take a copy of the client data collected during the partnership. If a copy of the data is taken, Customer agrees to comply with the terms of the user agreements, privacy statements and any other existing agreements currently in use by JobTarget to collect and manage the content provided to JobTarget by the job seekers and employers using the Job Board. If Customer decides to adopt any conflicting or contradictory terms to those currently used by JobTarget, Customer agrees to contact all affected individuals and provide them the means to withdraw their data.

5. Software. The parties agree that this agreement is not a transfer or license of software rights. At all times covered by this agreement and after its termination, JobTarget maintains all ownership and rights over its software, and the associated upgrades, customizations, and other materials and technologies associated with the software. JobTarget retains the right to all

e) Non-disclosure. The parties agree that the terms of this Agreement may not be discussed with any third party not a party to this agreement. Customer agrees that disclosures to third parties and concurrent arrangements with other parties which circumvent this agreement will cause harm to JobTarget and its subsidiaries, and that JobTarget would be entitled to equitable relief in addition to any monetary damages which are ascertainable.

IN WITNESS WHEREOF, the parties set their hands and seals as follows:

JOBTARGET, LLC

CUSTOMER

Name:

Name:

Signature:

Signature:

Title:

Title:

Date:

Date: