

DRAFT

7/25/2005

SCHOOL-TO-WORK AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2005, by and between **THE WARREN COUNTY SCHOOL DISTRICT**, a school district of the Second Class organized under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as ----- **“DISTRICT,”**

AND

WARREN/FOREST HIGHER EDUCATION COUNCIL, a _____, hereinafter referred to as ----- **“HEC.”**

WHEREAS, the District finds that school-to-work opportunities provide important benefits to students of the District; and

WHEREAS, in the immediate past, a part of the District’s school-to-work opportunities have been met via a school-to-work specialist employed by the Northwest Tri-County Intermediate Unit No. 5; and

WHEREAS, the District has also directly made provision for the creation of school-to-work opportunities by acquiring certain inventory and by raising funds for school-to-work opportunities through the solicitation of gifts and grants; and

WHEREAS, the District desires to modify its provision of school-to-work services by contracting with the HEC for the provision of same; and

WHEREAS, the parties wish to set forth the terms of their agreement by which HEC will provide said services.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. HEC agrees to provide school-to-work opportunities for the benefit of the students of the District. The parties agree that those school-to-work opportunities shall be similar to those provided to students of the District in the immediate past, and HEC represents and acknowledges that it is familiar with the nature of those services. At a minimum, the parties expect that said services shall include three (3) programs, which programs are job shadowing, career days, and educator in the work place.

2. The term of this Agreement shall commence August 15, 2005, and end June 30, 2006.

3. As consideration for the services to be provided by HEC, the District shall pay to HEC the total sum of Forty Thousand Dollars (\$40,000) less any expenses incurred by the District between July 1, 2005, and August 14, 2005, concerning the provision of school-to-work services. The consideration set forth in the preceding sentence shall be paid in eleven (11) equal installments with the first of said installments due on or before August 31, 2005.

4. As additional consideration for the services to be provided hereunder, the District agrees to transfer to HEC on approximately August 15, 2005, all remaining funds which the District has solicited specifically for the purpose of supporting its school-to-work activities. Additionally, the District agrees to transfer to HEC the inventory attached hereto as Exhibit A. The provisions of the previous sentence notwithstanding, in the event that the District shall terminate this Agreement for cause prior to June 30, 2006, HEC agrees to return to the District all of the inventory set forth on Exhibit A which was not consumed by HEC in the provision of school-to-work services to the District.

5. The parties acknowledge and agree that in the past, various agencies or other organizations have helped sponsor the provision of school-to-work services through grants or other gifts. During the term of this contract, the parties agree to work cooperatively to continue to solicit said contributions. The parties agree that any such contributions shall be paid directly to HEC, and HEC represents and covenants that it will utilize said contributions solely and exclusively for the provision of school-to-work services to the District as described in the preceding provisions hereof.

6. During the term hereof, the District agrees to make services available for the use of an HEC employee in association with the delivery of school-to-work services hereunder. Said services shall include access to a District email account and interschool mail service. HEC agrees that said services shall be utilized exclusively for the provision of school-to-work services as contemplated hereunder.

7. Except as provided in the preceding paragraph, HEC agrees that it will, at its sole cost and expense, provide all other supplies and services necessary to the carrying out of its duties hereunder including (but not limited to) the provision of all travel expenses, paper supplies, photocopying, fliers, and other supplies. Additionally, the parties acknowledge and agree that any person providing school-to-work services to the District shall be an employee of HEC and not an employee of the District. In that respect, the parties agree that HEC is an independent contractor and is not an agent, servant, or employee of the District. The parties understand that HEC, acting under the scope of this contract, has no authority to assume or create any obligation whatsoever, express or implied, on behalf of or in the name of District, or to bind District in any manner whatsoever. HEC understands that because it is an independent contractor, District will not provide workmen's compensation coverage or be responsible for the withholding of any federal, state or local taxes or FICA payments with respect to any employee of HEC providing school-to-work services to the District.

8. In addition to its other obligations hereunder, HEC covenants that it will provide to the District an annual report including both fiscal and program information. Said fiscal component shall be of sufficient detail to show all income and expenditures and shall be categorized by areas of income and expense. Said annual report shall be submitted to the District by July 1 of each year during which this contract is in effect. Additionally, the parties acknowledge that the District may, from time to time, require additional reports concerning the program in general or concerning individual students who have been served hereunder. HEC agrees to provide said reports to the District in a timely fashion.

9. HEC covenants that to carry out its duties hereunder, it will employ at least one (1) individual on a full-time basis who shall provide the contemplated services. HEC agrees that in addition to the other duties contemplated hereunder, said full-time employee will communicate with the District Administration (and in particular, the District's Assistant Superintendent unless the District shall otherwise designate) in order to provide information about the provision of school-to-work services. As needed, said employee shall meet with District staff to provide information and discuss activities and programs planned for the students of the District. HEC covenants that it will require of said employee the obligation to follow District Policies and the District's approved curriculum as it relates to school-to-work issues.

10. HEC agrees to carry and maintain, at its sole expense, during the performance of any work for District, the policies of insurance in the specified minimum amounts set forth in Exhibit B attached hereto and made a part hereof. Prior to the commencement of any work or services contemplated herein, HEC shall furnish to District certificates, on a form acceptable to District, and signed by authorized representatives of the insurance company providing the coverage evidencing all coverage, extensions and minimums required to be carried by HEC under the provisions of this contract. Failure to secure the insurance coverage or failure to comply fully with

the insurance provisions shall in no way act to relieve HEC from the obligations of this contract, any provisions hereof to the contrary notwithstanding. All insurance policies required of HEC under the terms of this contract shall contain provisions that underwriters will have no rights of recovery or subrogation against the District, its agents, directors, officers, or employees, it being the intention of the parties that the insurance so effected shall protect all such parties and that said insurance shall be primarily liable for any and all losses covered by the described insurance.

11. HEC shall defend, protect, indemnify and save District harmless against any and all claims, demands and causes of action of every kind and character, including attorneys fees, arising in favor of any person, including HEC, on account of personal injuries or death or damages to property occurring as a result of the services provided by HEC hereunder.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, for themselves, their respective heirs, executors, successors and assigns, have hereunto set their hands and seals the day and year first above written.

WITNESS:	THE WARREN COUNTY SCHOOL DISTRICT
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	By_____
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WITNESS:	WARREN/FOREST HIGHER EDUCATION COUNCIL
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	By_____
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EXHIBIT A
INVENTORY

EXHIBIT B

The insurance to be maintained by HEC shall include the following at the specified minimum amounts:

<u>INSURANCE TYPE</u>	<u>MINIMUM COVERAGE AMOUNTS</u>
A. Workmen's Compensation	Minimum Amount Mandated by the Commonwealth of Pennsylvania
B. Public Liability	\$500,000 Per Person \$2,000,000 Per Incident