

## **ADULT EDUCATION AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, 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 501 (C) (3) Nonprofit Corporation, hereinafter referred to as -----**“WFHEC.”**

**WHEREAS**, the District finds that adult education opportunities provide important benefits to the community served by the District; and

**WHEREAS**, in the immediate past, the District’s adult education opportunities have been met via agreement with WFHEC who employs a program manager and has acquired a certain inventory and by raising funds for adult education opportunities through the solicitation of gifts and grants; and

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

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

### **OBLIGATIONS OF THE COUNCIL**

1. Deliver and/or broker post-secondary programs aimed at meeting identified community needs and interests in adult education for the occasional/recreational learner as well as customized job training courses for

business, and industry utilizing WCSD facilities including but not limited to the Warren County Career Center.

2. Establish adult education curriculum, course schedules, supervision, instruction and collect fees for classes implemented.
3. Provide the principal of the facility requested a list of scheduled classes. Facility requests will conform to established procedures as governed by WCSD Policy 11401.
4. Reimburse WCSD, at cost, for consumable materials on a basis of cost per course per student as determined by the instructor and approved by the Principal.
5. Provide sufficient qualified instructional and administrative personnel to effectively provide program and support services to the learners.
6. Provide general liability insurance coverage of Council while using WCSD facilities, together with proof thereof acceptable to WCSD, in conformance with Policy 11401 per Exhibit A.

#### **OBLIGATIONS OF WCSD**

1. Per authorization of WCSD Policy 11401, the Superintendent waives all rental and personnel charges to the council for providing adult education programs utilizing WCSD facilities.
2. WCSD recognizes the Council as the exclusive broker and/or provider of adult education programs utilizing WCSD facilities for courses generally being offered Monday through Thursday from 4 p.m. to building closings and Saturdays as arranged and throughout the summer months when WCSD students are not in school during hours of building openings and closings or as arranged.
3. Maintain and repair equipment provided for student use.

4. Collaborate with course instructors to establish a schedule of student consumable and use fees for each course offered in time for course description to include the fee structures.
5. Provide orientation and safety training to Council instructors on the use of equipment, general emergency procedures as well as necessary rules and regulations.
6. Use of Warren County School District facilities are free and clear of all contractual and liability assumptions of the WCSD. This agreement does not infer a partnership or joint venture.
7. The Council shall defend, indemnify and hold the WCSD, its Board of Directors, employees, and agents harmless from and against any and all liability, loss expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fee, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Council.

#### **AMENDMENTS TO THIS AGREEMENT**

Any alterations or modifications to this agreement must be submitted in writing and signed by both parties. Alterations or modifications should be submitted to the Office of the Superintendent, Warren County School District, 185 Hospital Drive, Warren, PA, 16365 and Office of the Executive Director, Warren/Forest Higher Education Council, 185 Hospital Drive, Warren, PA 16365

#### **TERM OF THIS AGREEMENT**

This agreement shall commence July 1, 2010 and terminate June 30, 2013.

**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

\_\_\_\_\_

By\_\_\_\_\_

WITNESS:

WARREN/FOREST HIGHER  
EDUCATION COUNCIL

\_\_\_\_\_

By\_\_\_\_\_

## **EXHIBIT A**

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

<u>INSURANCE TYPE</u>	<u>MINIMUM COVERAGE AMOUNTS</u>
A. Public Liability	\$500,000 Per Person \$2,000,000 Per Incident