**SALE OF UNUSED PLACES IN ALTERNATIVE EDUCATION PROGRAM**

This **AGREEMENT** is made between the **Warren County School District**, whose principle place of business is 185 Hospital Drive, Warren, Pennsylvania 16365 (hereinafter referred to as the “WCSD”) and **The Forest Area School District**, whose principle place of business is 22318 Route 62, Tionesta, Pennsylvania 16353 (hereinafter referred to as the “FASD”)

**WHEREAS**, the WCSD and the Children’s Center for Treatment and Education d/b/a/ Beacon Light Behavioral Health System (hereinafter referred to as “the CCTE”) have entered into an Alternative Education Services Agreement (hereinafter referred to as the “AESA”), with said agreement being dated the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2010; and

**WHEREAS**, Section III(c) of the AESA states as follows:

The number of students enrolled in the CCTE’s alternative education program at any one time shall not exceed 25 in year one of this Agreement and 30 in year two of this Agreement. In the event that a District has not used its allocated places in the program, it may sell any unused place to another district on an as needed basis, sell that place to another district on an ongoing basis, or pay the cost of the unused place to the CCTE.

and;

**WHEREAS,** the WCSD, in accordance with Section III(c) of the AESA, desires to sell 5 unused places to the FASD for the 2010/2011 school year and the FASD desires to purchase said unused places.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Parties, intending to be bound hereby, mutually understand and agree as follows:

1. The term of this Agreement, unless terminated earlier in accordance with this Agreement, shall be from August 1, 2010 through July 31, 201. In the event either Party shall default under or otherwise be in breach of any of the terms or conditions contained in this Agreement, the other Party shall have the right to terminate this Agreement upon 30 days written notice by certified mail to the defaulting/breaching Party. Additionally, this Agreement shall automatically terminate, with no action being required by either Party, if either the Alternative Education Services Agreement between the District and the CCTE or the Alternative Education Services Agreement between the Warren County School District and the CCTE is terminated for any reason.

2. The WCSD, in accordance with Section III(c) of the AESA, agrees to sell to the FASD 5 unused places in the CCTE’s Alternative Education Program for the 2010/2011 school year.

3. In exchange for the unused places, the FASD shall pay the WCSD SIXTY THOUSAND DOLLARS ($60,000), with one half of the $60,000 amount being due and payable on or before August 1, 2010, and the remaining one half of the $60,000 amount being due and payable on or before February 1, 2011. The Parties agree that the $60,000 amount shall be paid in full, regardless of whether all 5 of the places are actually utilized by the FASD.

4. The FASD shall be solely responsible, financially and otherwise, for transporting its students to and from the designated site of the Alternative Education Program, with said site being located at 119 Central Avenue in Warren, Pennsylvania.

5. The FASD shall defend, indemnify, hold free and save harmless the WCSD, its employees, officers, agents, and Board Members from any loss, actions, demands, suits, judgments and claims of any kind (and regardless of when any claims are asserted), including any expense, reasonable attorneys’ fees or costs incident thereto, filed or presented by any person or entity in connection with, arising from or in relation to the acts or omissions of the FASD, its officers, employees, agents, or representatives during the performance of this Agreement. The FASD’s obligations in accordance with this provision shall survive the termination of this Agreement.

6. The WCSD shall defend, indemnify, hold free and save harmless the FASD, its employees, officers, agents, and Board Members from any loss, actions, demands, suits, judgments and claims of any kind (and regardless of when any claims are asserted), including any expense, reasonable attorneys’ fees or costs incident thereto, filed or presented by any person or entity in connection with, arising from or in relation to the acts or omissions of the WCSD, its officers, employees, agents, or representatives during the performance of this Agreement. The WCSD’s obligations in accordance with this provision shall survive the termination of this Agreement.

7. The Parties agree that they conduct completely separate businesses or affairs, are separate entities, are not partners or joint venturers in any sense whatsoever.

8. Neither the Agreement nor any of the FASD’s rights or obligations under this Agreement may be assigned to any other party without the prior written consent of the WCSD.

9. Any notice required under this Agreement shall be given to:

(a) If to the WCSD, to: The Superintendent; 185 Hospital Drive; North Warren, PA 16365; (814) 723-3445

If to the FASD, to: The Superintendent; 22318 Route 62; Tionesta, PA 16353; (814) 755-4491

10. There are no understandings between the Parties regarding this Agreement other than those set forth in this Agreement, and there have been no promises, inducements, or commitments made in conjunction with this Agreement which are not explicitly set forth herein. This Agreement may be amended, modified, or waived only by written agreement signed by both Parties.

11. If any paragraph or term of this Agreement is deemed to be unlawful, invalid, or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall remain binding on the Parties hereto.

12. The Parties acknowledge that this Agreement was prepared at their mutual request by Christopher M. Byham, Esq. and that, in preparing this Agreement, Mr. Byham did not serve as an advocate for either Party, but rather drafted the terms and conditions that had already been mutually agreed to by the Parties. The Parties further acknowledge that they have waived any conflict of interest that may be associated with Mr. Byham preparing this Agreement on behalf of both Parties. The Parties acknowledge that this Agreement has been prepared by the combined efforts of the Parties hereto and agree that the language used herein is not to be construed either in favor or against any Party hereto. Last, the Parties agree that, in the event of any dispute between the Parties regarding this Agreement, Christopher M. Byham, Esq. will not represent either Party and both Parties will be required to obtain independent counsel relative to said dispute

**IN WITNESS WHEREOF**, the authorized representatives of the Parties have executed this Agreement as of the date previously indicated.

**ATTEST: (SEAL)** WARREN COUNTY SCHOOL DISTRICT

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL) Board Secretary Board President

**ATTEST: (SEAL)** FOREST AREA SCHOOL DISTRICT

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL) Board Secretary Board President