

## **AGREEMENT**

THIS AGREEMENT, made this 1 day of July , 2011, by and between the WARREN COUNTY SCHOOL DISTRICT, with offices located at 185 Hospital Drive, North Warren, Pennsylvania 16365, hereinafter referred to as “**WCSD,**”

AND

BOLLINGER ENTERPRISES, INC., with an address of 444 North State Street, North Warren, Pennsylvania 16365, hereinafter referred to as “**BOLLINGER.**”

WITNESETH THAT:

## **RECITALS**

A. The WCSD, in the conduct of its normal affairs, requires community based instruction and vocational evaluation services for students of the WCSD; and

B. Bollinger is able and willing to provide the WCSD with community based instruction and vocational evaluation services in accordance with the terms of this Agreement.

**NOW, THEREFORE,** the Parties hereto in consideration of the foregoing recitals, and in accordance with the covenants, terms, and consideration herein contained, agree as follows:

(1) Bollinger agrees to provide the WCSD with community based instruction for its students in the Bollinger Sheltered Workshop in North Warren, where students will learn work skills while earning wages performing manufacturing work. This pre-vocational training program shall also include training in the appropriate work behaviors that are required in competitive employment.

Bollinger also agrees to provide the WCSD with vocational evaluation services for its students in the Bollinger Sheltered Workshop, with said services consisting of a minimum of 35 hours for professional testing/assessment and 15 days for situational assessment. This program will help determine a student’s vocational interests, abilities and needs. Additional time required to meet individual student evaluation requirements beyond these minimum standards shall also be made available by Bollinger.

(2) In exchange for the services described in Section 1 of this Agreement, the WCSD agrees to compensate Bollinger as follows:

(a) Community Based Instruction: - \$29.54 per unit (morning or afternoon session)

(b) Vocational Evaluation: - \$36.00 per unit (hour) for professional testing/assessment

(c) Situation Assessment - \$59.08 per unit (full work day) situation assessment

(3) It is the Parties mutual intention that the services outlined in this Agreement will be provided through the end of the 2011/2012 school year. This Agreement shall automatically terminate on the last day of school for the 2011/2012 school year, with no action being required by either Party. Additionally, this Agreement may be terminated by the WCSD, with or without cause, upon 30 days written notice, delivered by certified mail.

(4) Bollinger shall carry workers' compensation insurance, professional liability insurance, and general liability insurance in amounts acceptable to the District and shall furnish WCSD with certificates evidencing such insurance coverage prior to the execution of this Agreement.

(5) It is understood that Bollinger, its agents, employees, and volunteers are independent contractors. Accordingly, Bollinger agrees to indemnify, defend and hold harmless the WCSD, its agents, employees, directors, officers, and board members for or on account of any damages or losses, including reasonable attorney fees and court costs, resulting from any action or failure to act on the part of Bollinger, its agents, employees, or volunteers in fulfilling the terms of this Agreement. Bollinger's obligations and responsibilities imposed in accordance with this section shall survive termination of this Agreement and shall cover all claims, regardless of when a claim is asserted.

(6) Bollinger agrees to abide by all federal, state, and local laws, regulations, and ordinances and to be solely responsible for and to hold harmless, indemnify and release the WCSD, its agents, employees, directors, officers, and board members from any cause of action of any kind that may arise in favor of any person as a result of Bollinger's or Bollinger's' agents, employees, or volunteers failure to abide by any federal, state, or local law, regulation, or ordinance, and regardless of when any such cause of action is actually pursued. Bollinger's obligations and responsibilities imposed in accordance with this section shall survive termination of this Agreement and shall cover all claims, regardless of when a claim is asserted.

(7) Bollinger agrees to provide proof of compliance with the Act 33 and 34 requirements for all its existing employees, agents, or volunteers who will have direct contact with students of the WCSD. Additionally, Bollinger agrees to provide proof of compliance with the current Act 33 and 34 requirements (including the FBI fingerprint requirements) for any new employees, agents, or volunteers that will have direct contact with students of the WCSD.

(8) Both Parties shall execute a separate Confidentiality Agreement in the form provided by the WCSD and shall cooperate fully to protect the confidentiality of educational records, personally identifiable information, and other information as dictated by the Family Educational Rights and Privacy Act (FERPA).

(9) Bollinger understands and agrees that Bollinger shall not be permitted to assign its duties, obligations, or rights under this Agreement to any other person, firm, organization, entity, or party without the prior written permission of the WCSD. Any assignment in violation of this provision shall be null, void, and of no effect.

(10) There are no understandings between the Parties regarding this Agreement other than those set forth in the 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 only be modified by a writing 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.

**IN WITNESS WHEREOF**, the Parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed the day and year first above written.

ATTEST: (SEAL)

WARREN COUNTY SCHOOL DISTRICT

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Board Secretary

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Board President

BOLLINGER ENTERPRISES, INC.

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By: