

TRI-STATE BUSINESS INSTITUTE
ERIE, PENNSYLVANIA

Made this 10th day of November, 2008

between

TRI-STATE BUSINESS INSTITUTE, with its principal office located at 5757 West 26th Street,
Erie, Pennsylvania, 16506 hereinafter referred to as "Tri-State":

and

WARREN DISTRICT with its principal office located at
185 HOSPITAL DRIVE WARREN, PA hereinafter referred to as "Internship
Site" and "District."

WITNESSETH:

WHEREAS, Internship Site provides capability for learning experiences and recognizes the professional responsibility of assisting in teaching of Tri-State's students and is interested in providing assistance to Tri-State in its curricula: and

WHEAREAS, Tri-State is currently conducting programs in the field of CIS - NETWORKING

JASON BLUM desires to obtain the assistance of the Internship Site in furthering Tri-State's educational objectives.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. In accordance with Tri-State Business Institute internship program, Tri-State shall coordinate plans with Internship Site to make learning experiences available to their students.
2. Tri-State acknowledges that its students shall be expected to comply with all current policies and procedures of Internship Site. It is the Internship Site's responsibility to outline current policies/procedures for their company. The intern will be given a copy of the current company rules, regulations, and procedures if available and applicable.
3. Tri-State shall provide an Internship Coordinator who will serve as liaison with Internship Site field supervisor when necessary.
4. Tri-State shall provide a student evaluation report for the Internship Site to complete and mail or fax back to Tri-State.
5. Internship Site shall provide on-the-job learning experiences to students from Tri-State. The number of students, their program of education within the Internship Site and the scheduling of their education at the Internship Site shall be determined by mutual agreement between the Internship Site coordinator and Tri-State's internship coordinator or placement officer.

6. Internship Site shall provide learning experiences under the supervision of qualified personnel and the stated objectives of the educational program.
7. Internship Site shall provide orientation for the appropriate Tri-State student to the physical facilities, policies, and procedures of the Internship Site, and where appropriate, to the needs of individuals and/or groups with which the student will be working.
8. Internship Site shall require Tri-State to withdraw a program student if: (1) the achievement, progress, adjustment, or health of the student does not warrant continuation of Internship Site, or (2) the behavior of the student fails to conform to the applicable regulations of Internship Site. Internship Site reserves the right to exclude any student from its premises in the event of the student's conduct or state of health is deemed objectionable and reported to the proper administration of Internship Site.
9. Internship Site shall complete and submit necessary reports required by Tri-State for conducting evaluations of the intern's progress and forward them to the Placement Office at Tri-State Business Institute.
10. Tri-State and Internship Site shall not discriminate against anyone applying to or enrolled in the program contemplated under this Agreement or employed by either party because of race, color, religion, ethnicity, national origin, age, sex, sexual orientation, or marital, veteran, or handicapped status.
11. This Agreement is for a term of 180 hours; provided however, that the Agreement may be terminated by either party through written notification outlining the reasons for termination of the intern. In the event of a termination, the Internship Site shall complete the evaluation report provided by Tri-State to the point of termination and return it to the Placement Office of Tri-State. Neither party is liable for termination results of an intern.
12. This Agreement shall not be assigned or transferred by either party.
13. Tri-State agrees to provide proof of compliance with the Act 33 and 34 clearance requirements (including the FBI fingerprint requirements) for all its employees, agents, or students who will have direct contact with students of the District.
14. The parties agree that Tri-State students are not employees or agents of the District. Additionally, the relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
15. Tri-State shall defend, indemnify and hold harmless, District its officers, employees and agents, for any and all claims, suits, settlements, proceedings, demands, assessments, judgments, losses, costs, damage and expenses including, without limitation, reasonable attorney's fees, and liabilities of every kind and character resulting from claims, suits or actions brought or asserted by any person based upon any alleged injury to or death of any person or damage to or loss of any property that may occur or that may be alleged to have been caused by or resulting from or arising out of Tri-State's or a Tri-State student's performance under this Agreement. Tri-State's duties and obligation in accordance with this provision shall survive the termination of this Agreement and shall cover all claims, regardless of when they are asserted.
16. Tri-State agrees to abide by all federal, state and local laws, regulations and ordinances. Tri-State further agrees, in accordance with paragraph 15 of this Agreement, to be solely responsible for and to hold harmless, indemnify and release District, District's employees and agent from any death, personal injury, injury to property, financial loss or cause of action of any kind that may

be caused to , or arise in favor of, any person as a result of Tri-State's or a Tri-State student's 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. Tri-State's duties and obligation in accordance with this provision shall survive the termination of this Agreement.

17. Tri-State shall maintain such insurance as will protect District and Tri-State from all claims which may arise out of or result from Tri-State's or a Tri-State student's performance under this agreement. The insurance coverage shall be in amounts of at least \$1,000,000 each occurrence and \$10,000,000/aggregate.

Certificates of insurance, naming District as an additional insured, shall be provided to District prior to the commencement of any internship program. Such certificates and insurance policies shall not be canceled or allowed to expire.

All insurance policies required of Tri-State under the terms of this Agreement shall contain provisions that underwriters will have no rights of recovery or subrogation against District, its agents, directors, officers, employees, or Board Members, 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. Failure to maintain the insurance coverage or failure to comply fully with the insurance provisions shall in no way act to relieve Tri-State from the obligations of this Agreement, any provisions hereof to the contrary notwithstanding.

18. Tri-State shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading, and graduation.
19. Tri-State will review with each student, prior to the assignment any and all applicable policies, codes or confidentiality issues related to the experience.
20. This Agreement constitutes the entire agreement between the parties. No change or addition shall be binding upon the parties until reduced to writing and signed by both parties. This Agreement, when fully executed, shall supersede any and all prior or existing agreements, either oral or in writing, with respect to the subject matter hereof.
21. It is understood by all parties the internship is unpaid as it is a learning experience and credits are earned by the student upon successful completion of required hours.
22. This agreement shall be governed by, constructed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, and the venue for any dispute or claim under this Agreement shall be Warren County, Pennsylvania.
23. Any provision or part thereof of this Agreement held to be void or unenforceable under any law or order of court shall be deemed stricken, and all remaining provisions shall constitute to be valid and binding upon the District and Tri-State.

By Mary J. VanHulst
Internship Coordinator

ATTEST: (SEAL)

WARREN COUNTY SCHOOL DISTRICT

Secretary

_____(SEAL)
By: President