

SCHOOL-TO-WORK CONTRACT

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, organized under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as ----- **“WFHEC.”**

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 contracting with WFHEC, who employs a school-to-work coordinator and has acquired a certain inventory, and by raising funds for school-to-work 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 opportunities.

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

1. WFHEC 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 WFHEC represents and acknowledges that it is familiar with the nature of those services. At a minimum, the parties expect that said services shall include a minimum of three (3) programs, which programs are job shadowing, career days, and educator in the work place.

2. The term of this Agreement shall commence July 1, 2010, and end June 30, 2013.

3. As consideration for the services to be provided by WFHEC, the District shall pay to WFHEC the sum of \$50,000 each fiscal year. The consideration set forth in the preceding sentence shall be paid in two (2) equal installments with the first of said installments due on or before July 31 and the second December 31 of each fiscal year.

4. 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 WFHEC, and WFHEC 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.

5. During the term hereof, the District agrees to make certain space and services available for the use of a WFHEC employee in association with the delivery of school-to-work services hereunder. Said space shall consist of office space and normal office furnishings. Said services shall include access to the District's computer network, telephone system, fax service, interschool mail service, and utilities. WFHEC agrees that said office space and services shall be utilized exclusively for the provision of school-to-work services as contemplated hereunder.

6. Except as provided in the preceding paragraph, WFHEC 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 occupying the office referenced in the preceding paragraph or otherwise providing school-to-work services to the District shall be an employee of WFHEC and not an employee of the District. In that respect, the parties agree that WFHEC is an independent contractor and is not an agent, servant, or employee of the District. The parties understand that

WFHEC, 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. WFHEC 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 WFHEC and, in particular, any person occupying said office or otherwise providing school-to-work services to the District.

7. In addition to its other obligations hereunder, WFHEC 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 31st of each year during which this contract is in effect. Additionally, the parties acknowledge that the District may, from time to time, request in writing additional reports concerning the program in general or concerning individual students who have been served hereunder. WFHEC agrees to provide said reports to the District in a timely fashion.

8. WFHEC covenants that to carry out its duties hereunder, it will employ at least one (1) individual on a full-time basis who shall be qualified to provide the contemplated services. WFHEC 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 Director of Secondary Education 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. WFHEC 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.

9. WFHEC 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 A attached hereto and made a part hereof. Prior to the commencement of any work or

services contemplated herein, WFHEC 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 WFHEC 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 WFHEC from the obligations of this contract, any provisions hereof to the contrary notwithstanding.

10. WFHEC 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 WFHEC, on account of personal injuries or death or damages to property occurring solely as a result of the negligence, intentional acts or omissions of WFHEC. WFHEC'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.

11. District shall defend, protect, indemnify and save WFHEC 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 the District, on account of personal injuries or death or damages to property occurring solely as a result of the negligence, intentional acts or omissions of District. District's duties and obligations in accordance with this provision shall survive the termination of this Agreement and shall cover all claims, regardless of when they are asserted.

11. At the time this Agreement is executed, the WFHEC must provide the District with current Act 34 (criminal record check, including the FBI fingerprint requirements) and current Act 151 (PA child abuse history clearance) clearances for all the WFHEC employees or agents that will have direct contact with students of the District. The WFHEC shall not permit any employee or agent of the WFHEC to have direct contact with students of the District until said clearances have been obtained and provided to the District.

12. This Agreement, and the Parties' rights and obligations hereunder, may not be assigned to any other party without the prior written consent of the other and the ratification of the same by recorded vote of a majority of Board of School Directors of the District and the Board of Directors of WFHEC.

13. This Agreement embodies the entire understanding between the Parties and supersedes any other prior or contemporaneous oral or written proposal, representation or agreement relating to the subject matters hereof. No change, alteration or modification to this Agreement may be made except in a writing signed by the Parties hereto and subject to the ratification of the same by recorded vote of a majority of the Board of School Directors of the District and the Board of Directors of WFHEC.

14. 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, for themselves, their respective heirs, executors, successors and assigns, have hereunto set their hands and seals the day and year first above written.

THE WARREN COUNTY SCHOOL
DISTRICT

Board Secretary

By _____
President, Board of School Directors

WITNESS:

WARREN/FOREST HIGHER
EDUCATION COUNCIL

Board Secretary

By _____
President, Board of Directors

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. Workmen's Compensation	Minimum Amount Mandated by the Commonwealth of Pennsylvania
B. Public Liability	\$500,000 Per Person \$2,000,000 Per Incident