

ADULT EDUCATION AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2012, 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 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 opportunities (hereinafter sometimes referred to as the “Adult Education Program”).

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

OBLIGATIONS OF THE WFHEC

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 District 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 a list of scheduled classes. Facility requests will conform to established procedures as governed by District Policy 11401, with the understanding that the District will waive all rental and personnel charges to the WFHEC for providing adult education programs utilizing District facilities.
4. Reimburse District, 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. 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 Agreement. 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 Agreement, any provisions hereof to the contrary notwithstanding.

7. In the conduct of its operations hereunder, WFHEC agrees to comply with all local, state and federal laws and regulations applicable at any time, including but not limited to, the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPPA). If requested by the District, WFHEC agrees to sign a FERPA Confidentiality Agreement and/or a HIPPA Business Associate Agreement in the form provided by the District.
8. The WFHEC shall defend, indemnify and hold the District, its Board of Directors, officers, 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 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.

OBLIGATIONS OF DISTRICT

1. District recognizes the WFHEC as the exclusive broker and/or provider of adult education programs utilizing District 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 District students are not in school during hours of building openings and closings or as arranged.
2. Maintain and timely repair equipment provided for student use.

3. 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.
4. Provide orientation and safety training to WFHEC instructors on the use of equipment, general emergency procedures as well as necessary rules and regulations.
5. The District shall defend, indemnify and hold the WFHEC, its Board of Directors, employees, and agents harmless from and against any and all liability, loss expenses (including reasonable attorneys' 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, attorneys' fee, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District. The 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. Notwithstanding the foregoing, the parties hereto agree that this provision shall not be construed to in any way limit the District's ability to assert any defenses, including but not limited to, the defense of immunity.

GENERAL PROVISIONS

1. This Agreement shall commence July 1, 2013, and, unless terminated earlier by the District pursuant to the succeeding sentence, shall terminate June 30, 2016. Each year that this Agreement remains in effect, the District shall have the right to terminate this Agreement by providing written notice of said termination to the WFHEC on or before April 1st. In the event that the District provides said notice of termination, this Agreement shall terminate on June 30th of that year.

2. This Agreement, and the WFHEC's rights and obligations hereunder, may not be assigned to any other party without the prior written consent of the District and the ratification of the same by recorded vote of a majority of Board of School Directors of the District.
3. This Agreement, and the District's rights and obligations hereunder, may not be assigned to any other party without the prior written consent of the WFHEC and the ratification of the same by recorded vote of a majority of Board of School Directors of WFHEC.
4. 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.
5. 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.
6. Use of Warren County School District facilities by WFHEC are free and clear and not subject to any contractual liability. The Parties agree that they conduct completely separate businesses and affairs, are separate entities, are not partners or joint venturers in any sense whatsoever, and that all persons engaged in the operation and conduct of the Adult Education Program shall be employees of the WFHEC and shall not be regarded as employees, agents or representatives of the District. All compensation, benefits and other terms and conditions of employment of such persons shall be the exclusive responsibility of the WFHEC. The District shall have no obligation to

provide any compensation, benefit, direction, assistance or supervision to any person engaged in the operation and conduct of the Adult Education .

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

ATTEST:

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	\$1,000,000 Per Person \$2,000,000 Per Incident