

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2015, by and between the **WARREN COUNTY SCHOOL DISTRICT**, with offices located at 6820 Market Street, Russell, Pennsylvania 16345-3406, 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 vocational evaluation/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: - \$30.10 per unit (morning or afternoon session)
- (b) Vocational Evaluation/Assessment: - \$36.00 per unit (hour) for professional testing/assessment
- (c) Situation Assessment - \$60.20 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 2015/2016 school year. This Agreement shall automatically terminate on the last day of school for the 2015/2016 school year, with no action being required by either Party. Additionally, this Agreement may be terminated by the WCSD for convenience upon 30 days written notice to Bollinger, 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) For any employee that will have direct contact with children, Bollinger agrees to be solely responsible, financially and otherwise, for ensuring compliance with 24 PS 1-111.1 (pertaining to employment history reviews); for ensuring compliance with all applicable criminal background check requirements (state and federal, with updates every 5 years as required by law) and ongoing reporting requirements relative to arrests or convictions; for ensuring compliance with all applicable child abuse clearance requirements (with updates every 5 years as required by law) and ongoing reporting requirements relative to alleged child abuse; and for ensuring compliance with all applicable child abuse training and reporting requirements. Bollinger acknowledges and agrees that any employee of

Bollinger that will have direct contact with children is a mandated reporter of child abuse pursuant to 23 Pa.C.S.A. §6301, *et. seq.* Bollinger shall be responsible for complying with School District Policies 7020 and 5002, which can be accessed on the District's website (<http://www.wcsdpa.org>) or provided to Bollinger upon request.

Bollinger shall maintain records documenting employment history reviews, criminal background checks, and child abuse clearances for all employees that have direct contact with children and shall provide the District with proof of compliance before any individual is permitted to have contact with students of the District. Bollinger shall also maintain records that document child abuse training and ongoing reports received relative to arrests, convictions, or alleged child abuse. Upon receiving any such report relative to arrests, convictions, or alleged child abuse, Bollinger shall immediately notify the District's Superintendent in writing. The District may at any time request access to any or all of the records identified in this paragraph and, upon receipt of such request, Bollinger shall provide the District with access within 24 hours.

For purposes of these provisions, the term "direct contact with children" shall mean, "the possibility of care, supervision, guidance or control of children or routine interaction with children."

Bollinger agrees that any violation of this provision by the Bollinger shall constitute a material breach of this Agreement and shall be grounds for the District's termination of this Agreement. Additionally, Bollinger understands that a violation of this provision may legally bar the School District from being able to contract with Bollinger in the future.

To the fullest extent permitted by law, Bollinger agrees to indemnify, defend, and hold harmless the District and the District's officers, agents, Board Members, directors, employees, and representatives from and against any and all losses, claims, actions, injuries, damages, liability, and/or expenses (including litigation and reasonable counsel fees) that arise out of, or that are in any way associated with Bollinger's or Bollinger's employee's failure to adhere to any of the requirements of this provision. Bollinger's obligations to the District in this respect shall survive the termination of the Agreement and shall cover all claims regardless of when the claim is asserted.

(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 and approved by the WCSD's Board of School Directors at a public meeting held in compliance with the Sunshine Law.

(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

Board Secretary

Board President

BOLLINGER ENTERPRISES, INC.

By: _____

Signature of Authorized Agent

Printed Name of Authorized Agent

Title of Authorized Agent