

AGREEMENT

This Agreement is made this 28th day of June, 2012, by and between CORRY AREA SCHOOL DISTRICT (hereinafter referred to as "School District") and ERIE COUNTY TECHNICAL SCHOOL (hereinafter referred to as "Technical School").

WHEREAS, the School District desires to utilize the Technical School's Director to perform various tasks for the School District as set forth in this Agreement; and

WHEREAS, the Technical School desires to assist the School District in its career and technical education programs by permitting its Director to perform various tasks for the School District as set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and with the intent to be legally bound hereby, the School District and the Technical School agree as follows:

I. Term

This Agreement will commence on July 1, 2012 and will end on June 30, 2013.

II. Fee

The School District will pay a fee of thirteen-thousand dollars (\$13,000) to the Technical School for services to be rendered to the School District by the Technical School's Director. The School District will make two (2) payments of \$6,500 each to the Technical School. The School District will make its first payment of \$6,500 to the Technical School no later than September 1, 2012. The School District will make its final payment of \$6,500 to the Technical School no later than June 1, 2013.

III. Representations of Technical School

The Technical School represents that its Director will perform the following tasks for the School District:

- A. Inform and advise the School District's superintendent regarding the programs, practices, and problems related to the School District's career and technical education program.
- B. Ensure the School District's career and technical education program is compliant with all relevant federal and state regulations including, but not limited to, the Carl D. Perkins Vocational and Technical Education Act of 2006; Chapter 339 Vocational Education and Chapter 4 Academic Standards and Assessment of the Public School Code of 1949; and the CATS program approval and PIMS student information management systems.
- C. Plan and conduct regular meetings with local business and industry to insure appropriate course content, suitable facilities and equipment and student training.

- D. Develop and suggest student recruitment and career awareness opportunities for prospective students and their parents through career and technical education.
- E. Study and recommend, together with the staff, curriculum guides and courses of study.
- F. Oversee the School District's:
 - (i) Preparation for and conduct of the Approved Program Evaluation conducted by the Pennsylvania Department of Education, Bureau of Career & Technical Education
 - (ii) Participation in the Bureau of Career & Technical Education's ongoing Technical Assistance Program
- G. Recommend to the School District for its adoption, courses of study, curriculum guides, and changes in instructional materials to be used in the career and technical education program.
- H. Make recommendations with reference to the improvement in the facilities and equipment of the school district, relative to career and technical education.

IV. Independent Contractor

The parties acknowledge and agree that during the entire term of this Agreement the Technical School's Director is an independent contractor and is not an employee or agent of the School District. The Technical School acknowledges and agrees that during the entire term of this Agreement the Director is an employee of the Technical School and the Technical School is responsible for all wages, benefits, workers' compensation insurance coverage, and unemployment compensation insurance coverage for the Director.

V. Hours of Service

The Technical School agrees that its Director will perform the tasks for the School District as set forth in Article III of this Agreement. However, the School District acknowledges and agrees that the Director will not render on average more than six (6) hours of service per week to the School District during each and every week of this Agreement.

VI. Termination

Either party has the right to terminate this Agreement upon providing thirty (30) days written notice to the other party. In the event of termination of this Agreement, the School District agrees to pay the Technical School for services rendered by the Director to the School District prior to the date of termination, on a pro-rata basis.

VII. Non-Assignment of Agreement

Neither party will assign its interest in this Agreement to a third party.

VIII. Amendment of Agreement

The parties agree that this Agreement may be amended at any time during its term by mutual agreement of the parties in writing to be attached to the Agreement.

IX. Agreement Supersedes Previous Agreements

The parties agree that this Agreement supersedes any and all other agreements, either oral or in writing, between the parties and that no other agreement, statement or promise related to the subject matter of this Agreement that is not contained in it shall be valid and binding.

Executed at Corry, Pennsylvania, on the day and year first written above, with the intent to be legally bound.

ATTEST:

CORRY AREA SCHOOL DISTRICT

BY:_____

ATTEST:

ERIE COUNTY TECHNICAL SCHOOL

Secretary of the
Board of School Directors

BY:_____

President of the
Board of School Directors