

**ERIE COUNTY TECHNICAL SCHOOL
PROPOSED AGENDA ITEM**

DATE: May 16, 2013

SUBJECT: Training Agreement—CDL Training Program

CATEGORY: Operations

INITIATED BY: Aldo Jackson

DESCRIPTION:

Pa Pride, LLC, a commercial driving trainer has a number of courses for commercial truck drivers. There is no current CDL trainer in Erie County. Truck drivers appear in almost every high priority industry sector. The Erie County Technical School is working cooperatively with the Crawford County Career & Technical Center, with Pa Pride, to make CDL training available in the area.

MOTION:

To approve an agreement with PA Pride, LLC for training in commercial driving through the Regional Career & Technical Center, per the attached agreement.

Commercial Driving Cooperative Training Agreement

This agreement, made effective this _____ day of _____, 2013 between the **Regional Career & Technical Center**, 8500 Oliver Road, Erie, PA 16509 (hereinafter called, **RCTC**) and **Pa PRIDE, LLC** located at 141 Lake Rd, Sandy Lake Pa 16145.

WITNESSETH

WHEREAS, RCTC is proposing to offer a commercial driver's training program to assist students in obtaining a Commercial Driver's License in the state of Pennsylvania within the requirements of the Pennsylvania Department of Transportation.

WHEREAS, PA PRIDE, LLC will provide and maintain all equipment, personnel, and materials for a commercial driver's training program.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

1) OBLIGATIONS OF RCTC.

- a. RCTC agrees to offer and contract with Pa PRIDE, LLC to provide a commercial Driver's training program/programs.
- b. RCTC is to approve the curriculum to be offered by Pa PRIDE, LLC for CDL programs.
- c. RCTC is to provide or approve of classroom for training, or workshop purposes.
- d. RCTC is to assist in the development of or approval of all marketing/advertising materials for CDL program.
- e. RCTC is to assist in the recruiting and registration of trainees for CDL program.

2) OBLIGATIONS OF Pa PRIDE, LLC.

- a. To develop the curriculum and policies for the program subject to RCTC approval
- b. To recruit and register potential trainees/ assist applicant with financial aid process
- c. To provide and maintain vehicles for training and all operating cost of said vehicles

- e. To provide all instructional materials and equipment to successfully implement the program
- f. To assist in job placement for students that successfully completes the programs
- g. To complete and provide all student account information/ and student records for RCTC accounting and program reporting

3) **TUITION.** The tuition and fees for the CDL programs are as follows:

- a. 4 week program, 160 hours, \$4,500
- b. 5 week program, 200 hours, \$5,500
- c. 6 week program, 240 hours, \$6,500
- d. 7 week program, 280 hours, \$7,500

Tuition includes all books/materials, application and registration fees.

All students will cover the cost of permits, endorsements, and DOT physicals.

Pa PRIDE, LLC will cover the cost of DOT Drug Screen, Criminal Background, and DMV report.

All tuition is non-refundable after the first day of the second week of training.

4) **COMPENSATION.** Pa PRIDE, LLC will invoice RCTC for 90% of total tuition. The invoice will be submitted to RCTC as each student attends beyond the NO refund policy. (All tuition is nonrefundable beyond the 1st day of the second week of training). RCTC shall retain ten percent (10%) of the total tuition as an administrative fee. In no event shall RCTC be required to pay any invoice from Pa PRIDE on behalf of a student who has not submitted tuition to RCTC.

5) **REFUNDS.** If RCTC is required to refund tuition to trainee or to their source of financial aid based on their refund policies, RCTC is to notify Pa PRIDE, LLC of such refund. The refund shall be deducted from the total tuition and cost will be shared at RCTC (10%) and Pa PRIDE, LLC (90%).

6) **SESSIONS.** Pa PRIDE, LLC will require a minimum of 3 students to start a training session. At no time will Pa PRIDE, LLC exceed more than 4 trainees per instructor/per truck. Sessions can be suspended if either party has sufficient reasons not to begin that session.

7) **INDEPENDENT CONTRACTOR.** In this agreement Pa PRIDE, LLC understands and agrees that Pa PRIDE, LLC is acting and performing as an Independent contractor. Pa PRIDE, LLC agrees to operate as such under federal law, and agrees to meet all obligations to the employees of Pa PRIDE, LLC that are employed to carry out the obligations under this agreement.

8) **INDEMNIFICATION.** RCTC agrees to indemnify and hold Pa PRIDE harmless and defend Pa PRIDE from any and all loss, expense, cost damage or liability incurred by Pa PRIDE arising out of the acts or omissions by RCTC or its employees in pursuant to this agreement, except to the extent that such loss, expense, cost, damage or liability arises out of the acts or omissions of Pa PRIDE or its employees. Subject to and without waiver of the immunities and limitations of liability set forth in the Political Subdivision Tort claims Act, 42 Pa C.S.A. ss 8541, et seq., Pa PRIDE agrees to indemnify, hold harmless, and defend RCTC from any and all loss, expense, cost damage or liability incurred by RCTC arising out of the acts or omissions of Pa PRIDE or its employees pursuant to this agreement, except to the extent that such loss, expense, cost, damage or liability arises out of the acts or omissions of RCTC or its employees.

9) **INSURANCE COVERAGE.** RCTC agrees to maintain liability insurance with a minimum of \$1,000,000 for the premises upon which the program is conducted located at 860 Thurston Rd, Meadville Pa 16335. Pa PRIDE, LLC agrees to maintain liability insurance in the amount of \$1,000,000/\$2,000,000 on all tractor/trailers, premises (other than 860 Thurston Rd, Meadville Pa 16335) and program operations. All coverage's shall comply with all state requirements and shall name Pa PRIDE, LLC and/or RCTC as an additional insured.

10) **TERM.** The initial term of this agreement shall be reviewed and continued from year to year upon the date making this agreement affective

11) **TERMINATION.** Either party wanting to terminate this agreement must serve written notice (60) days prior to the end of the current year term. At any time the agreement can be terminated based on a mutual agreement to terminate. The agreement shall terminate in the case of a material breach when either party defaults in the performance of any obligation under this agreement or such default has not been resolved within (30) days following a written notice of such default. At no time can the agreement end during a session in progress.

12) **AMENDMENT.** This agreement may be amended or modified only by the express written consent of the parties and that all amendments to the agreement must be in writing and attached to the agreement.

13) **EQUAL OPPORTUNITY.** Without limitation of any provision herein set forth, both parties expressly agree to abide by all applicable federal and/or state equal opportunity statutes, rules and regulations

14) **RIGHT TO KNOW LAW.** This Agreement shall be subject to the Pennsylvania Right to Know Law.

15) **GOVERNING LAW AND VENUE.** This agreement shall be interpreted and construed in accordance with the laws of the State of Pennsylvania.

16) **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes any prior agreement and /or understanding between the parties relating to the subject matter of this Agreement. No statements shall be of any force unless incorporated herein by amendment as provided herein. Both parties specifically acknowledge that in entering into and executing this Agreement, both parties rely solely upon the representations and agreements contained in this Agreement and no others. Both parties agree that the situs of this agreement in the state of Pennsylvania and that Pennsylvania law shall apply to the determination of disputes arising under this agreement.

17) **VALID AGREEMENT.** The parties acknowledge and agree that this agreement is valid and a legal binding obligation, that it has been executed by an authorized representative of both parties, and that both parties confirm and ratify the terms and conditions contained herein.

18) **SEVERABILITY.** If any term, provision, covenant or condition of this agreement or application thereof should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants and conditions of this agreement, and all applications thereof not held invalid, void or unenforceable, shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

For: Regional Career & Technical Center

By: _____

Title: _____

For: Pa PRIDE, LLC

By: _____

Title: _____