

COMMERCIAL DRIVING COOPERATIVE TRAINING AGREEMENT

This agreement, made effective this _____ day of _____, 2018 between **Erie County Technical School**, located at 8500 Oliver Road, Erie, PA 16509 (hereinafter called, ECTS) and **PA PRIDE, LLC** located at 6945 US Route 322, Unit 567, Cranberry, PA 16319.

WHEREAS, ECTS is proposing to offer a commercial driver's training program to assist students in obtaining a Commercial Driver's License ("CDL") in the Commonwealth of Pennsylvania within the requirements of the Pennsylvania Department of Transportation ("DOT").

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 ECTS.

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

2.) OBLIGATIONS OF PA PRIDE, LLC.

- a. To develop the curriculum and policies for the CDL program subject to ECTS approval.
- b. To recruit and register potential trainees and assist applicants with the financial aid process.
- c. To provide vehicles for the CDL Programs including the maintenance and all operating costs.
- d. To provide instructor or instructors and administrative staff to be responsible for the services, equipment and all documentation of the CDL program.

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

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

- a. 4-Week Program (160 hours)- \$5,500
- b. 5-Week Program (200 hours)- \$6,500
- c. 6-Week Program (240 hours)- \$7,500

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

All students will be responsible for the cost of permits, DOT physicals and drug screens.

PA PRIDE, LLC will cover any costs associated with criminal background checks and motor vehicle records where applicable.

All tuition is non-refundable after the first day of the second week of training (the “No Refund Period”. Any withdrawals prior to the end of the No Refund Period will be subject to a 75% refund of tuition. The remaining 25% will be split 10% to ECTS and 90% to PA PRIDE.

4.) **COMPENSATION.** ECTS will retain 10% of all tuition and the remaining 90% will be paid to PA PRIDE, LLC for services pursuant to this agreement. All payments are due PA PRIDE, LLC within 30 days of ECTS receiving tuition payment/s.

5.) **REFUNDS.** If ECTS is required to refund tuition to trainee or to their source of financial aid based on their refund policies, ECTS is to notify PA PRIDE, LLC of such refund. The refund shall be deducted from the total tuition and cost will be shared at ECTS (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 during the 4 week/160-hour training program. 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 Pennsylvania 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.** PA PRIDE, LLC agrees to indemnify and hold ECTS harmless from any and all loss, expense, cost damage or liability incurred by ECTS and arising out of the acts or omissions by PA PRIDE, LLC 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 ECTS or its employee, agents or trainees. 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., ECTS agrees to indemnify and hold harmless from any and all loss, expense, cost damage or liability incurred by PA PRIDE, LLC and arising out of the acts or omissions ECTS 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 PA PRIDE, LLC or its employees or agents.

9.) **INSURANCE COVERAGE.** ECTS agrees to maintain liability insurance with a minimum of \$1,000,000 for the premises upon which the program is conducted located at 8500 Oliver Road, Erie, PA 16509. PA PRIDE, LLC agrees to maintain liability insurance in the amount of \$1,000,000 on all tractor/trailers, premises (other than 8500 Oliver Road, Erie, PA 16509) and program operations. All coverages shall comply with all state requirements and shall name PA PRIDE, LLC as insured and ECTS as an additional insured.

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

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 if such default has not been resolved within (30) days following a written notice of such default. The effective date of a termination of the agreement shall be at the end of a training session, if a training session is in progress.

12.) **AMENDMENT.** This agreement may be amended or modified only by the express written consent of the parties and such that all amendments are agreed upon by the parties.

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 Commonwealth 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 oral statements shall be of any force or 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 Commonwealth 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 a valid and legally 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: Erie County Technical School

By: _____

Title: _____

For: PA PRIDE, LLC

By: _____

Title: _____

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