



## PROPOSED AGENDA ITEM

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MEETING DATE: October 25, 2018

SUBJECT: Career Street Management Fees – In-kind donation from ECTS

SUBMITTED BY: Terri L. Birchard

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DESCRIPTION: In the agreement between Erie County Technical School and the Erie County Vocational-Technical School Foundation regarding the Career Street program, there is a provision that Erie County Technical School may assess management fees on a semi-annual basis to the Career Street program.

Per the agreement between the Foundation and the School (see attached), these management fees are set at a percentage of the Career Street expenses, currently 8%. For the remainder of the 17-18 fees and the 18-19 fiscal year, these fees amount to approximately \$5,600 (Jan – June 2018 based on audit) and \$11,200 (July 2018 – June 2019) respectively.

Allowing ECTS to continue to provide supportive services to the Career Street program through an in-kind donation would assist Career Street until additional grants and other sources of funding can be secured.

RECOMMENDATION: Motion to approve the in-kind donation of the Career Street management fees from Erie County Technical School to the Erie County Vocational-Technical School Foundation through June 30, 2019.

## AGREEMENT

This Agreement is made this 17 day of Dec, 2013, by and between:

ERIE COUNTY VOCATIONAL-TECHNICAL SCHOOL FOUNDATION, a tax-exempt, non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania with a principal place of business at 8500 Oliver Road, Erie, Pennsylvania 16509, hereafter referred to as "Foundation";

AND

ERIE COUNTY TECHNICAL SCHOOL, a vocational technical school organized and existing under the laws of the Commonwealth of Pennsylvania with a principal place of business at 8500 Oliver Road, Erie, Pennsylvania 16509, hereafter referred to as "School".

WHEREAS, the Foundation has determined to be the fiscal and operational agent for a program known as Career Street;

WHEREAS, the School and the Foundation wish to cooperate together in order to support the Career Street Program which will benefit the students of the school districts comprising the School.

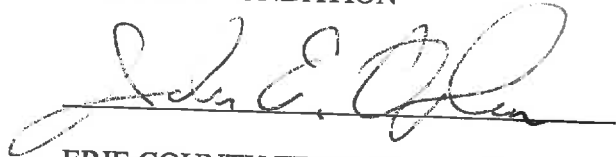
NOW THEREFORE, in consideration set forth herein, the Foundation and the School intend to be legally bound hereby and agree as follows:

1. Term. The term of this Agreement shall commence on December 18, 2013 and continue on an annual basis unless terminated by either party pursuant to written notice as provided in this Agreement.
2. Facilities. The School will provide the Foundation with the use of a fully furnished office including phone, computer and other necessary equipment for the use of the executive director of the Career Street Program.
3. Fiscal and Operational Services. The School will provide fiscal and operational services to the Foundation for the Career Street Program. The personnel providing support shall continue to be considered employees of the School for purposes of this Agreement and the provided services shall be part of their official job duties for the School. (e.g. clerical, technology, accounting, administrative)

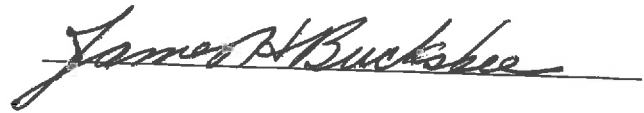
4. Consideration. The School will not charge rent or any other additional consideration for the facilities and the clerical assistance provided, in light of the benefits provided to the students of the School which promotes the mission of the School to educate and help students on their career path.
- The School may charge the Foundation a management fee for providing fiscal and operational services related to Career Street. This management fee shall be calculated in July and January of each year and authorized by Joint Operating Committee resolution. The management fee will be expensed against Career Street funds. The management fee shall be calculated by multiplying the previous six (6) months of Career Street expenses (July through December and January through June) by the current available restricted indirect cost rate of the School, as calculated by PDE on the Restricted Indirect Cost Rate Certification.
5. Indemnification. The School and the Foundation mutually indemnify and hold each other harmless from any and all claims, expenses, and liabilities arising out of this Agreement.
6. Assignment. Neither the School nor the Foundation shall have the privilege of assigning this Agreement to any other party without prior written consent of the School or the Foundation.
7. Notices. Any notice from one party to another shall be in writing and shall be deemed to be fully given if personally delivered or mailed, postage pre-paid envelope addressed to the respective addresses stated below:
- Erie County Vocational-Technical School  
Foundation  
8500 Oliver Road  
Erie, PA 16509
- Erie County Technical School  
8500 Oliver Road  
Erie, PA 16509
8. Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.
9. Termination. This Agreement may be terminated by either party providing a sixty (60) day written notice of the termination of this Agreement in writing in accordance with the Notice provision set forth above in Paragraph 7.
10. Entire Agreement. This Agreement supersedes any and all other agreements either oral or written between the parties hereto with respect to the subject and no other agreement, statement or promise relating to the subject matter of this agreement that is not contained in this agreement shall be valid or binding.

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

ERIE COUNTY VOCATIONAL-TECHNICAL  
SCHOOL FOUNDATION

A handwritten signature in cursive script, appearing to read "John E. Olsen", written over a horizontal line.

ERIE COUNTY TECHNICAL SCHOOL

A handwritten signature in cursive script, appearing to read "James H. Buckbee", written over a horizontal line.

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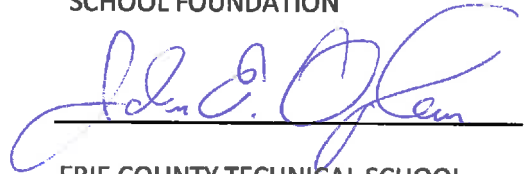
## AGREEMENT ADDENDUM

The Agreement made on the 17<sup>th</sup> day of December 2013 by and between the Erie County Vocational – Technical School Foundation and the Erie County Technical School was modified by Board action by both parties on February 27, 2014. This action modified only the Indemnification section to read as follows:

5. Indemnification. The School and the Foundation mutually indemnify and hold each other harmless from any and all claims, expenses, and liabilities arising out of this Agreement with the exception of Foundation claims covered by the School's Commercial Crime: Employee Theft and Forgery Policy.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the 27<sup>th</sup> day of February 2014.

ERIE COUNTY VOCATIONAL-TECHNICAL  
SCHOOL FOUNDATION



ERIE COUNTY TECHNICAL SCHOOL

