

## AGREEMENT

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Northern York County School District, 650 South Baltimore Street, Dillsburg, Pennsylvania 17019 and YELLOW BREECHES EDUCATIONAL CENTER, INC. having an address of 7 Springview Road, Carlisle, Pennsylvania 17015.

### WITNESSETH That,

WHEREAS, School District provides academic programs and related services within Cumberland County,

WHEREAS, Contractor, contemporaneously with the execution of this Agreement, agrees to perform the services of this Agreement under the specific terms and conditions as stipulated in Section 1 of this Agreement;

WHEREAS, School District agrees to pay Contractor for services performed as set forth under the terms and conditions in this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises herein set forth, the parties, intending to be legal bound, agree to the following:

1. Contractor Services: Contractor will provide the services of this agreement. These services include:

- Academic Instruction
- Experiential Education Activities
- Service Learning Opportunities
- Adventure Based Activities

- Character Development Training
- Individual and Group Counseling
- Activity Coordination and Supervision
- Transportation to and from all planned activities beyond the scope of the District's regular programming (if desired).

2. Location of Contractor Facility: Contractor facility will be located at 7 Springview Road, Carlisle, Pennsylvania 17015.

3. School District Commitment: School District agrees to purchase four (4) academic positions at a per student rate of Twenty Six Thousand, Seven Hundred Fifty Seven Dollars and Zero Cents (\$26,757.00), paid in ten (10) monthly installments, commencing payment on August 15, 2016 and ending with an installment on May 15, 2017. (Purchased student positions may be transferred to other participating school districts depending upon academic necessities). School District agrees to purchase one (1) academic position at a per student rate of Zero Dollar and Zero Cents (\$0.00). In addition, the School District agrees to purchase transportation slots for the identified students to and from the educational facility at a per student cost of Five Thousand, Three Hundred Seventy Four Dollars and Zero Cents (\$5,374.00). Therefore, the School District will pay the Contractor the sum of One Hundred Twenty Eight Thousand, Five Hundred Twenty Four Dollars and Zero Cents (\$128,524.00) for such services in ten (10) monthly installments of Twelve Thousand, Eight Hundred Fifty Two Dollars and Forty Cents (\$12,852.40) beginning with a payment on August 15, 2016 and ending with a payment on May 15, 2017.

4. Termination of Agreement: This Agreement shall terminate effective June 30, 2017.

5. Contractor Performance: This Agreement acknowledges that the performance of the services rendered by the Contractor to be as an independent contractor and as such the Contractor shall not be considered an employee of the District for any purpose. The School District further acknowledges that the Contractor shall have the sole authority to control and direct the performance of the details of the work provided under this Agreement. The work, however, is subject to the approval of the School District and shall be subject to the School District's general right of inspection and supervision to secure satisfactory completion. The Emotional Support Planned Course, shall be especially available for inspection and supervision by the School District. Contractor further agrees to comply with all federal, state, and municipal laws, rules and regulations that are now or may be in the future applicable to the Contractor or the Contractor's business, equipment, and personnel engaged in operations by this Agreement.

6. Responsibilities of Contractor: Contractor consents to be fully and entirely responsible for all acts and the acts of its agents and employees while engaged in the performance of its duties under this Agreement. Further, Contractor, its successors or assigns, covenant and agree to indemnify and save harmless School District, absolutely and without limit, against all claims, suits or judgments, asserted, made or recovered by any and all persons on account of the acts or omissions of Contractor, contractor's agents or employees, during the performance of the work herein, and to carry liability insurance in the sum of \$1,000,000 single occurrence and \$2,000,000 aggregate in order to assure the ability to meet such indemnification, a copy of which will be given to the district prior to execution of any service to the district. The agreement between School District and Contractor with respect to the subject matter hereunder is contained in this Agreement. No waiver, alteration or modification of the provisions of this Agreement

shall be binding unless in writing and signed by a duly authorized representative of the School District, and of the Contractor.

7. Assignment: Any assignment of the Agreement by Contractor without the written consent of the School District shall be void.

8. Indemnity: Contractor agrees to defend, indemnify and save harmless School District, absolutely and without limit, against all claims, suits or judgments, asserted, made or recovered by any and all persons on account of the acts or omissions of Contractor, Contractor's agents or employees, during the formation and conduct of Contractor's business enterprise, including but not limited to reasonable attorneys fees incurred by School District. Additionally, the Contractor agrees to carry Errors and Omissions Insurance in the sum of \$2,000,000 aggregate.

WHEREFORE, the parties set their hands and seals the date and year first above written.

By: \_\_\_\_\_

School District

By: Mark A. Staszko

Mark A. Staszko

Yellow Breeches Educational Center, Inc.

The Yellow Breeches Educational Center, Inc admits students of any race, color, national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the school. It does not discriminate on the basis of race, color, national and ethnic origin in administration of its educational policies, admissions policies, scholarship and loan programs, and athletic and other school-administered programs.