

WORK STUDY STUDENT AGREEMENT

THIS WORK STUDY STUDENT AGREEMENT (this “Agreement”) is made this ____ day of _____, 2013, by and between the **SCHOOL DISTRICT OF THE CITY OF HARRISBURG** (the “District”), with its principal office located at 2101 North Front Street, Building 2, Harrisburg, PA 17110-1081 and the **S. Wilson Pollock Center for Industrial Training** (“PCIT”), a division of **THE ARC OF CUMBERLAND & PERRY COUNTIES** (“CPARC”), with its principal office located at 262 Silver Spring Road, Mechanicsburg, PA 17050-2897.

BACKGROUND

WHEREAS, the District wishes to engage PCIT on an independent contractor basis to provide the services in accordance with the terms of this Agreement, and PCIT desires to be so engaged.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Nature of Services.**

(a) **Program Description.** PCIT is a vocational training and community employment center (the “Program”) designed to provide persons with disabilities a meaningful training and work adjustment program taking into account the individual’s needs and abilities. The goals of the program are (1) to help workers develop the abilities, maturity, and responsibility needed for placement in a community job; (2) to provide continuing employment for those employees who function best in a sheltered environment of a work activities center.

(b) **Admission Criteria.** The admissions process insures that individuals selected for admissions have a reasonable expectation to benefit from the program and to gather pertinent information that will help with the development of an “Individual Habilitation Plan.” The age for entrance into the program is sixteen (16) years of age or over. Entrants must be capable of handling their own medications without assistance. Entrants must be able to care for their personal needs, like toileting, eating and dressing, without assistance. Individuals with certain behaviors that may interfere with the success of their programming or others may be denied admission. There must also exist a reasonable expectation that the prospective trainee will cooperate with the philosophy and goals of the program and that an already existing program will meet the needs of the individuals. All participants must be willing to work with their “Interdisciplinary Team” on the development of relevant and positive goals and be motivated to participate in the vocational training offered. Family members and all members of the individual’s “Interdisciplinary Team” are urged to cooperate in this procedure as well. All admissions are determined by the school district and the PCIT Intake Acceptance Team. PCIT does not restrict admittance due to disability, sex, race, creed, or national origin.

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(c) Program Objectives. The objectives of the Program are:

(i) To create the attitudes and skill necessary for success in training or employment, specifically, self-confidence, desire to perform job tasks, and the ability to relate to supervisory personnel and co-workers; and

(ii) To teach behaviors needed for this success, such as, attendance, promptness, quality consciousness, safety awareness, productivity, acceptance of supervision and constructive criticism and the development of the physical capacity to work.

(d) Demeanor. Standards for behavior are outlined in the PCIT Trainee Handbook that will be provided to each individual upon his/her intake. Disciplinary actions will be discussed with the individuals "Interdisciplinary Team" should the need arise.

(e) Services Provided by PCIT under the Program. The services to be provided by PCIT under this Agreement are as follows:

(i) Development of work skills and habits;

(ii) Trainee Supervision at the designated staff ratio;

(iii) Vocational Counseling;

(iv) On the job training, and actual work experience;

(v) Case Management services, including individual and family support; and

(vi) Quarterly report meetings.

(f) Wages. Wages paid to trainees meet Federal Wage and Hour regulations, including the Fair Labor Standards Act, section 14-C as amended on October 16, 1986. Wages paid to a trainee provide a motivator to improve the trainee's performance on the job. As PCIT provides training the wage structure increases as the trainee nears a competitive level.

A trainee in the evaluation phase of the program will be paid for work actually performed. No wages are paid during the testing period of evaluation. During the training and extended employment phases of the program the trainee will be paid in one of two ways: hourly rate or piece rate. Time studies are performed on all jobs to determine piece rates. The trainee is then paid according to the number of pieces produced. Hourly rates are paid for jobs that do not have piece rates (e.g. janitorial, assembler-small parts, materials handling, and food preparation). This rate is determined by dividing the commensurate wage rate for the job by the percent of normal quantity and quality at which the trainee is performing. This rate will be reviewed at least every 6 months.

The CPARC Board has authorized a \$0.25 subsidy [per hour?] for non-productive work-related activities such as skills enhancement. The specific definition of "skills enhancement" is: "simulated work consistent with the client's IWPP [definition?]; use, maintenance, and storage of tools; instruction in procedures for assembling, packaging and shipping; personal skill development in the areas of cognition, communication, interpersonal relationships, and personal

hygiene; money management; and work attitude training.” Skills enhancement is implemented when production work is unavailable. Individuals will also be paid this \$0.25 subsidy [per hour?] for other activities related to vocational training, but not considered production work.

Trainees are paid every two weeks, on a Friday. Trainees are encouraged to sign up for direct deposit of their paychecks. This can be done with any bank. Paychecks deposited directly into an individual’s account will be available on Friday morning rather than Friday evening. If necessary a trainee may have their paycheck mailed to any location via U.S. Mail (trainee must provide a stamped, self-addressed envelope).

2. **Term.** The term of this Agreement shall commence on July 1, 2013 and shall continue until June 30, 2014, unless earlier terminated as provided in this Agreement (the “Term”).

3. **Responsibilities of PCIT.** During the Term of this Agreement, PCIT shall:

(a) at all times perform the Program in a professional, diligent and timely manner and in compliance with all applicable laws, rules and regulations, including, without limitation, rules, regulations and policies of the District’s Board of School Directors (the “Board”); and

(b) except as set forth in this Agreement, be responsible for all expenses incurred by PCIT in connection with the provision of the Program, including without limitation, automobile, meal, and travel expenses.

4. **Compensation.** To compensate the PCIT for the Program, the District agrees to pay PCIT as follows:

- (a) \$35.00 per diem for Workshop Vocational Training [per person?];
- (b) \$45.00 per diem for Intensive Support Vocational Training [per person?];
- (c) \$56.00 per diem for Industry Integrated Vocational Training [per person?];

and

- (d) \$43.00 (per hour) for Job Coaching Services [per person?]

Billings for the compensation will occur monthly from CPARC’s main offices in Carlisle. The invoice will detail each student and usage of the Program based on attendance days. Should the District require further information or assistance regarding the invoiced amounts, it should contact the Director of PCIT.

5. **Termination.** This Agreement may be terminated by the District or PCIT at any time for any reason, with or without cause, by giving thirty (30) days’ prior written notice to the other party, after which the PCIT shall not be entitled to any compensation from the District in addition to that accrued prior to the date of termination. Notwithstanding the foregoing, if PCIT breaches this Agreement, the District may terminate this Agreement immediately.

6. **Confidentiality and Property Rights.**

(a) The District may provide PCIT with access (orally, visually or otherwise) to confidential, proprietary, and highly sensitive information relating to the District, which may include, without limitation, information pertaining to the business, operations, finances, employees, students and parents of the District (collectively, "Confidential Information"). PCIT acknowledges that from time to time the District may disclose Confidential Information to PCIT in order to enable PCIT to perform the Program. PCIT recognizes and agrees that the unauthorized disclosure of Confidential Information could be harmful to the District. Consequently, PCIT agrees not: (1) to use, at any time, any Confidential Information for the PCIT's own benefit or for the benefit of any person, entity, or company other than the District; or (2) to disclose, directly or indirectly, any Confidential Information to any person who is not a current employee of the District authorized to receive such Confidential Information, except in the performance of the Program, at any time prior or subsequent to the termination of this Agreement, without the express, written consent of the District. PCIT acknowledges that any and all documents, including documents containing Confidential Information, furnished by the District or otherwise acquired or developed by PCIT in connection with this Agreement (collectively, "District Materials") shall at all times be the sole property of the District. Upon the termination of this Agreement or association with the District, PCIT shall return to the District any and all District Materials that are in PCIT's possession, custody, or control, whether in hard copy written or electronic form.

(b) The parties acknowledge that the unauthorized access to or dissemination of school student records is prohibited under State and federal law. PCIT shall comply with the Family Education Rights and Privacy Act of 1974 and any other applicable State and federal laws and regulations regarding the privacy of student records.

7. **Representations of PCIT.** PCIT represents and warrants to the District that:

(a) The execution and delivery of this Agreement and the compliance with the terms, conditions and provisions of this Agreement by PCIT shall not violate or result in a breach of or constitute a default (or an event which might, with the passage of time or the giving of notice or both, constitute a default) under any of the terms, conditions or provisions of any contract to which PCIT is a party or any judgment or order of any court or governmental body.

(b) The employees of PCIT have the training and experience necessary to provide the Program and it is duly qualified to provide the Program.

(c) The employees of PCIT do not, and shall not during the Term, hold any elective or appointed office or position with the District.

(d) No employee of PCIT has been convicted of any felony and has not been convicted of any crime for fraud, bribery, molestation, sexual misconduct or moral turpitude.

8. **Enforcement.** PCIT hereby agrees that the District's remedy in the form of monetary damages from any actual or threatened breach by PCIT of the obligations, covenants, representations and warranties hereunder, and, particularly, those contained in Section 6, would be inadequate, and that the District shall also be entitled to enforce any provision of this Agreement, and particularly those contained in Section 6, by temporary or permanent injunction or other equitable relief obtained in any court of competent jurisdiction without the necessity of proving damages, posting bond or other security to prevent any breach or threatened breach by PCIT hereunder. Any such mandatory equitable relief shall be without prejudice to any other rights or remedies which may be available to the District at law or in equity with respect to any such breach.

9. **Insurance.** PCIT understands that it is not insured by or under the insurance policies of the District. PCIT represents and warrants that PCIT has secured and shall maintain at PCIT's own expense all insurance that PCIT is required by law to carry in connection with the Program, as well as commercially reasonable insurance covering risks arising in connection with the Program, including, without limitation, worker's compensation insurance and employer's liability and comprehensive general liability insurance (including contract, operations and business automobile coverage and sexual harassment, crimes/honesty, non-discrimination, and ERISA fiduciary riders). Upon request by the District, PCIT shall name the District as an additional insured on such insurance policies. Evidence of insurance coverage for PCIT shall be promptly provided to the District upon written request by the District.

10. **Indemnification.** PCIT shall indemnify, pay defense costs, and hold the District, its employees, agents, officers and directors, harmless from and against any and all loss, cost, expense, liability or damage, including, without limitation, all reasonable attorneys' fees and costs, resulting from a breach of any of PCIT's obligations or that of its employees, directors, or agents under this Agreement or otherwise arising out of or relating to any actions or activities of PCIT in connection with this Agreement, whether or not in breach of this Agreement, except to the extent that such claims result from the gross negligence or willful misconduct by the District. This provision of this Section 10 shall survive termination of this Agreement.

11. **Independent Professional Status.** PCIT and its employees and agents shall at all times be an independent contractor and not an employee, partner or officer of the District. As an independent contractor, PCIT and its employees shall be liable for PCIT's own debts, obligations, acts and omissions, including the payment of all required federal, state and local tax withholdings, Social Security and other taxes or benefits on behalf of PCIT. PCIT shall have no power or authority to enter into contracts or commitments on behalf of the District or to otherwise legally bind or obligate the District. Solely PCIT shall determine its own work schedule, except when the District requests reasonable special access, approval of which shall not be unreasonably withheld. PCIT shall not represent itself to be the agent or representative of the District. However, all work produced by PCIT pursuant to this Agreement shall be the sole property of the District as described more fully in Section 6(a).

12. **Limitations On Liability.** No individual official, employee, or agent of the District shall have any direct or indirect personal liability under or in connection with this Agreement. The District is a local agency and at all times retains its statutory immunity defense as provided by the laws of the Commonwealth of Pennsylvania set forth at 42 Pa. C.S.A. §§ 8501, 8541.

13. **Background Checks.** PCIT shall adhere to applicable state and federal regulations in screening prospective employees. PCIT shall comply with criminal background checks and fingerprint regulations required by law. PCIT shall require each of its employees who will work on District premises to have a background check performed with: (a) the Pennsylvania State Police (i.e., a Request for a Criminal Check); (b) the Department of Public Welfare (i.e., a Child Abuse History Clearance); and (c) a Federal Criminal History Record Information (i.e., as prescribed by the U.S. Department of Education). PCIT is responsible for all costs with obtaining the background checks described in this Section 13. The District shall not be responsible for any of the costs associated with obtaining the background checks described in this Section 13. PCIT shall provide in writing to the District at least fourteen (14) days prior to its employee commencing work on District premises, the results of the background check specified in this Section 13. PCIT shall not permit any of its employees who will work on District premises to be (a) under the age of eighteen (18) years old; and/or (b) convicted in Pennsylvania or in any other jurisdiction of any of the crimes listed in Section 111 of the Pennsylvania School Code, 24 P.S. Section 1-111 or any offense that is substantially equivalent to any of the offenses listed in that subsection in which the judgment of the conviction was entered under the law of any other jurisdiction, or an attempt to commit one of the aforesaid listed crimes. PCIT shall, and shall cause each of its employees who will work on District premises to, notify the District's Title I Office if, during the course of this Agreement or any other agreement with the District, if an employee is convicted in Pennsylvania or in any other jurisdiction of any of the crimes listed in Section 111 of the Pennsylvania School Code, 24 P.S. Section 1-111 or any offense that is substantially equivalent to any of the offenses listed in that subsection in which the judgment of the conviction was entered under the law of any other jurisdiction, or an alleged attempt to commit one of the aforesaid listed crimes.

14. **Notices.** Any notice, request, demand or other communication required or permitted to be given under this Agreement will be sufficient if in writing and if delivered personally, or sent by certified or registered U.S. Mail as follows (or to such other addressee as may be set forth in a notice given in the same manner):

If to the District:

Dr. Sybil Knight-Burney, Superintendent
Harrisburg School District
2101 North Front Street, Building 2
Harrisburg, PA 17110

With copy to: Harrisburg School District
2101 North Front Street, Building 2

Approved: _____

Final: _____

Harrisburg, PA 17110
Attn: Board of School Directors, President

If to PCIT:

S. Wilson Pollock Center for Industrial Training
262 Silver Spring Road
Mechanicsburg, PA 17050-2897

Any such notice shall be deemed to be given on the date delivered or mailed, as applicable, in the manner provided above.

15. **Validity.** It is understood that any provision of this Agreement which is found to be invalid or otherwise unenforceable is severable and shall not affect the validity of any of the other provisions contained in this Agreement. If any provision of this Agreement is found by a court of competent jurisdiction to be contrary to any applicable statute, rule, law or regulation or to be for any reason unenforceable, such court may modify this Agreement as needed so as to permit enforcement hereof as modified.

16. **Modification and Waiver of Breach.** No provision of the Agreement shall be amended, waived or modified except by an instrument in writing signed by the parties hereto. Failure to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any right or power hereunder at any time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

17. **Assignment.** PCIT shall not assign this Agreement or any of its rights or obligations without the prior written consent of the District.

18. **Non-Discrimination.** PCIT and the District shall not discriminate on the basis of race/ethnicity, color, national origin, religion, sex, disability, veteran status, or age in the administration of the Agreement.

19. **Entire Agreement.** This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings between the parties with respect to the subject matter hereof.

20. **Governing Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its principles of conflict of laws. Jurisdiction in connection with any dispute or controversy under this Agreement shall be only with the Court of Common Pleas of Dauphin County, Pennsylvania. Any action related in any manner to this Agreement may only be filed in that court.

21. **Final Approval.** This Agreement is valid only upon approval by the governing body of the District.

Approved: _____

Final: _____

22. **Headings.** The headings in this Agreement are solely for convenience of reference and are not to be given any effect in the construction or interpretation of this Agreement.

23. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall be binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected on this Agreement as the signatories. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall have the same binding effect as delivery of an executed original.

[signature page follows]

IN WITNESS WHEREOF, the parties have set their hands as of the day and year first above written.

PCIT:
S. WILSON POLLOCK CENTER
FOR INDUSTRIAL TRAINING

WITNESS:

By: _____

Name: _____

Title: _____

ATTEST:

DISTRICT:
SCHOOL DISTRICT OF THE CITY OF
HARRISBURG

Name: Carol Kaufmann

Title: Board Secretary

By: _____

Name: Jennifer Smallwood

Title: Board President