

AGREEMENT
Between {insert name of party}, located at {insert address}
and
{insert name of party} located at {insert address}

This Agreement by and between {insert name of party} and {insert name of party}, is intended to support {insert name} Pathways to Careers project, funded by the U.S. Department of {insert funder name} {insert name of grant and number}.

The terms and conditions of the Agreement are as follows:

1. **Term and Termination:** The Contactor agrees to serve as a partner to {insert name of party} as the it implements the project over the five-year grant period {insert dates, adjust language to fit timeframe of agreement}. This agreement shall be in effect for the period of {insert dates}. Funding in Years {insert years} is pending budget approvals and availability of funding from the U.S. Department of {insert}. An Amendment will be issued for Years {insert years}. The Contractor and {insert name of party} reserve the right to terminate this agreement with written 90 days of advance written notice. In the event of termination, the Contractor will furnish to {insert name of party} all work product completed or in progress, and {insert name of party} will provide payment for all work satisfactorily performed for which payment has been received from the U.S. Department of {insert}.
2. **Relationship between the Parties:** The Contractor shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status. The Contractor shall neither hold itself out to be nor claim that the Contractor, its officers, employees or agents are officers or employees of {insert name of party}, and they shall not be entitled to workers' compensation coverage, medical and unemployment benefits, social security or retirement membership benefits, or any other benefits from {insert name of party}.
3. **Indemnification:** The Contractor further covenants and agrees to indemnify, defend and hold harmless {insert name of party}, its officers, agents, and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of its agents in connection with this Agreement.

{insert name of party} further covenants and agrees to indemnify, defend and hold harmless the Contractor, its officers, agents, and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of its agents in connection with this Agreement.

4. **Personally Identifiable Student Information:** If {insert name of party} will have access to any personally identifiable student information of students served by the Contractor, {insert name of party} shall comply with {inserts specific law or policy}, requiring that {insert specifics, for example: a parents' bill of rights for data privacy and security must be included with every contract an educational agency enters into with a third party contractor, where the third party contractor receives student data or teacher or principal data}. Accordingly, this Agreement is deemed to incorporate by reference the {insert policy}. {insert name of party} agrees to comply with all applicable provisions of {insert specific law or policy}, any rules and regulations of the {insert state} State Education Department issued thereunder, and the {insert policy}, including any amendments to any of these.
5. **Construction:** This Agreement will be constructed under the laws of {insert} State with venue in a Court of competent jurisdiction in {insert} County, {insert state}.
6. **Statement of Work:** {insert name of party} received an award from the U.S. Department of {insert} to implement the {insert name of} project. The purpose of the project is to {describe your career pathways project}.

The Contactor agrees to serve as a partner to {insert name of party} as it implements the project over the {insert}-year grant period {insert dates in parentheses}. Specific services include, but are not limited to:

- Designate an administrator to participate in planning meetings, identify gaps, and contribute to the development and design of the program;
- Disseminate information and resources to teachers, counselors, students with disabilities, and parents;
- Promote opportunities for students to participate in career exploration and work-based learning opportunities that are developed through the program;
- Encourage teachers, counselors, parents, and students to participate in workshops and information sessions and to build career planning and work-based learning activities into their Individual Education and Transition Plans;
- Work with partners to coordinate participation of students in career exploration and educational planning events supported through the project;
- Participate in evaluation activities to support continuous improvement of programs.

The Contractor additionally agrees to:

- Establish a working group comprised of special education faculty representative of each of the {insert school district} high schools and Career & Technical Education programs, the {insert school district} transition coordinators, and representative secondary guidance counselors, whose charge it will be:
 - to attend {insert name of project} professional development at {insert name of party/institution/place} in {insert date/timeframe};
 - to collaborate with representative special education faculty and guidance counselors from {insert district/referral source}, and from other area secondary education programs;
 - and in concert with {insert name of your project} staff and other representative faculty/staff, to develop a coordinated outreach strategy to inform families of students with disabilities, students with IEPs or 504 plans, and the secondary faculty and staff in the {insert geographic area} area about {insert name of your project} opportunities for career exploration;
- Develop, in concert with {insert name of your project} staff and other representative faculty/staff, model transition goals and objectives, which can be adapted and incorporated into IEPs and 504 plans for students (ages 14 and older) who wish to explore {insert your pathways}-related careers.
- Provide access and support for {insert name of your project} staff to conduct career exploration activities during {insert name of district} middle school summer school).

7. Compensation: {insert name of party} agrees to pay the Contractor in Year 1 (insert dates) for the participation of up to {insert number of} teachers, coordinators and counselors, up to {insert number of} hours each at {insert hourly rate}. Total compensation is not to exceed {insert total figure}.

- Funding in Years 2 through 4 would cover up to {insert number of} teachers, coordinators and counselors, up to {insert number of} hours each at {insert hourly rate}. Total compensation is not to exceed {insert total figure}.
- Funding in Years 2 and 3 would also cover busing of up to {insert number} {insert district/referral source} students to {insert location} for College/Career Fair, Technology and/or {insert name of your project} events ({insert rate} per bus holding up to {insert number of} students) x {insert number of} schools x up to {insert number of} events – not to exceed Total {insert total figure} per year;

In all cases, payment will be made upon satisfactory completion of work and all required documentation for payment, and after receipt of funds by {insert name of party} from the U.S. Department of {insert}.

{insert name of party}

{insert name of party}

Signature

Signature

Name & Title

Name & Title

Date: _____

Date: _____