

INDEPENDENT CONTRACTOR-CONSULTANT AGREEMENT

This Independent Contractor-Consultant Agreement is made this ___ day of _____, 2016, by and between:

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

AND

Jennifer Nygaard Pontzer, an individual residing at 514 Vermont Avenue, Erie, Pennsylvania 16505, hereinafter referred to as "Consultant";

WHEREAS, Consultant has the professional experience and knowledge in regard to educational programs, web portal administration, marketing and outreach, career exploration business management, strategic planning, and budgets;

WHEREAS, Foundation is in need for a consultant for these areas of expertise for the Career Street Program;

WHEREAS, Foundation and Consultant wish to enter into this Independent Contractor-Consultant Agreement (the "Agreement") in order to retain the professional services of Consultant pursuant to the following terms.

NOW THEREFORE, in consideration of the fees to be paid by the Foundation to the Consultant and the performance by both parties hereto of all the duties and obligations set forth herein, intending to be legally bound hereby, the parties agree as follows:

1. Term. The term of this Agreement shall commence on July 1, 2016 and terminate on June 30, 2018, unless terminated by either party pursuant to written notice as provided in this Agreement.
2. Consultant Services. Consultant will provide professional services related to the establishment and operation of Career Street Program in accordance with the laws of the Commonwealth of Pennsylvania as requested by the Foundation as generally outlined on Exhibit A (the "Professional Services").
3. Fee. From July 1, 2016 to June 30, 2017, the Foundation agrees to pay the Consultant a monthly fee of \$5,300 to be invoiced on a monthly basis by the Consultant for the above referenced Professional Services. The invoice shall provide a summary of Professional Services rendered during the month. Compensation will be reviewed in June 2017.
4. Means and Methods. Consultant will determine her own hours, days of service and means and methods in regard to the performance of the Professional Services.

5. Taxes and Other Deductions. Consultant will be responsible for the payment of all federal, state, local taxes and other deductions from the Consultant's fees paid by the Foundation to the Consultant.

6. Insurance. The Consultant will provide her own liability, auto, and Consultant Error and Omissions insurance for the Professional Services provided to the Foundation and provide a copy of the Certificate(s) of Insurance to the Foundation. The Foundation will be named as an additional insured on a primary and non-contributory basis on all policies. The minimum coverage limits are:

Automobile Liability-\$1,000,000 each accident
Consultant Errors & Omissions-\$1,000,000 each incident
General Liability-\$1,000,000 each occurrence

7. Indemnification. Consultant will indemnify and hold harmless the Foundation from any and all claims, expenses and liabilities arising out of the performance of her Professional Services as set forth in this Agreement.

8. Expenses. Consultant will be responsible for her own cellular telephone, transportation and other necessary expenses in regard to the Professional Services.

9. Assignment. Neither the Consultant nor Foundation shall have the privilege of assigning this Agreement to any other entity without prior written consent of the Consultant or the Foundation.

10. Worker's Compensation. Consultant will be responsible for her own worker's compensation and other insurance which Consultant deems necessary in regard to the providing of the Professional Services.

11. Independent Contractor. Consultant shall not be considered an employee of the Foundation. Consultant shall be considered an independent contractor for the Professional Services in regard to this Agreement with the Foundation.

12. 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

Jennifer Nygaard Pontzer
514 Vermont Avenue
Erie, PA 16505

13. Law. This Agreement shall be determined and governed by the laws of the Commonwealth of Pennsylvania.

14. Termination. This Agreement may be terminated by either party providing a thirty (30) day written notice of the termination of this Agreement in accordance with the notice provision set forth in Paragraph 12.

15. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or written between the parties hereto with respect to this 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

CONSULTANT

Jennifer Nygaard Pontzer

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Exhibit A

Career Street Professional Services

Administrative Services

1. Direct activities of any Career Street-related professional staff, outside support and/or volunteers.
2. Plan and administer Career Street budget.
3. Establish and oversee administrative procedures to meet objectives set by Career Street Advisory Board and ECVTS Foundation Board.
4. Establish and maintain relationships with other agencies and organizations in the community to meet community needs and to ensure that services are not duplicated.

Career Street Web Portal Administration and Maintenance Services

5. Serve as the primary administrator for the Career Street web portal (interactive database) to ensure the posting of accurate and timely:
 - a. Corporate or agency profiles and their offer of industry-sponsored experiences
 - b. Youth-related requests to participate in industry-sponsored experiences
 - c. School or organization requests for business professional participation in school or organization sponsored experiences
6. Review and approve, when warranted, website registrations/postings in a timely manner.
7. Track website analytics to monitor visitation, utilization, and the popularity and utility of site features; change content and improve functionality as warranted.
8. Monitor site responsiveness to ensure appropriate follow-up by all stakeholder groups utilizing the web portal.
9. Provide personal assistance when needed to further facilitate connections made through the web portal.
10. Leverage the involvement of companies, school districts, and organizations offering career exploration activities to build a pool of diverse sponsored experiences that expands the career awareness of Erie County youth.

Marketing and Outreach Services

11. Implement a strategic marketing communications plan to inform and engage the various target audiences (employers, nonprofits, post-secondary education and training institutions, K-12 students and parents, and K-12 teachers and administrators) on the Career Street Program, use of the Career Street web portal, and the importance of career exploration activities for youth. Conduct additional outreach with other groups (civic, faith-based, etc.) to help reach and engage the target audiences. Utilize print and broadcast media, website, social media, and other channels as appropriate.
12. Represent Career Street in relations with governmental agencies and media.
13. Attend and participate in other organization and community events related to career exploration for local youth as warranted.

Relationship Building and Program Support Services

14. Offer information and training on best practices in career exploration activities through workshops, shared materials, the Career Street web portal, and other delivery channels.
15. Manage the annual Erie Together 8th Grade Career Readiness Survey to include questionnaire maintenance, data collection and compilation, and report generation at the county, district and school levels.
16. Staff and administer activities formerly delivered through the local School-to-Career Partnership including regularly-scheduled networking meetings and other career exploration activities and projects such as: Trolley Tours, Educator in the Workplace, Career Affect Days, mini-grants, and Career Cruising software availability for interested school districts. Evaluate these activities on an annual or as-needed basis to assess relevance to participants and programmatic impact. Make adjustments to programming as indicated.
17. Research and analyze participant and community needs to determine and recommend to the governing body future programmatic directions and goals.
18. Direct and implement fundraising activities and the preparation of marketing communications materials.
19. Attend Advisory Board and ECVTS Foundation Board meetings and provide a monthly written report outlining activities performed for the ECVTS Foundation Board.

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