

## INDEPENDENT CONTRACTOR-CONSULTANT AGREEMENT

This Independent Contractor-Consultant Agreement is made this \_\_\_ day of \_\_\_\_\_, 2018, 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, 2018 and terminate on December 31, 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, 2018 to December 31, 2018, the Foundation agrees to pay the Consultant a monthly fee of \$5,450 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 and contract extension will be reviewed in December 2018 and will be extended to June 30, 2019 contingent on the satisfactory completion of the Goals and Objectives outlined in Exhibit A.

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. A 1099 will be issued to the consultant according to federal guidelines.

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 via United States post office, 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 sixty day (60) 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

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CONSULTANT

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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 8<sup>th</sup> 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.
20. Provide a member (school) list and balance available at each Foundation board meeting.

## **Performance Goals and Objectives**

1. Develop a strategic plan for identification and effective solicitation of new potential contributors, with a minimum of 5 new businesses or individuals per month being contacted and encouraged to donate
2. Monitor, analyze, and report on the progression and status of securing new contributors on a monthly basis to the Erie County Technical School administration, with an initial PAC presentation on October 5<sup>th</sup>, and to the Foundation board during their meeting following the PAC meetings.
3. Maintain existing EITC donor relationships and steward prospective new EITC-eligible businesses to increase overall EITC partners to 10 contributors by December 15<sup>th</sup>, 2018
4. Increase Erie Gives Day contributions to \$5,000 or more in 2018
5. Develop and implement an annual business membership fee scale which includes the recognition of sponsorship levels to achieve a financial goal of \$25,000 by December 15<sup>th</sup>, 2018
6. Present a proposed Career Street budget plan for the 2019-2020 school year to the Superintendents on September 7<sup>th</sup> and Foundation board members during their meeting following the PAC meeting that incorporates a membership and operational annual fee structure for the districts.
7. Follow-up and lead discussion on the proposed 2019-2020 fee structure with the Superintendents will occur at the October 5<sup>th</sup> PAC meeting to finalize the shared partnership between Career Street and the school districts, with this plan being shared with the Foundation board members at their next meeting following this PAC discussion.

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