WEST OAK LANE CHARTER SCHOOL
EDUCATING THE NEXT GENERATION OF INNOVATORS

CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement, made this__ day of _____ by and between the West Oak Lane Charter School (hereinafter "WOLCS"), a Pennsylvania, non-profit corporation with its principal place of business located at 7115 Stenton Avenue, Philadelphia, Pennsylvania, 19138, authorized and approved by the WOLCS Board of Trustees (hereinafter the "Board") and _____ a corporation with its principal place of business at _____ with Service Provider Identification Number (SPIN) _ (hereinafter "CONTRACTOR"). This Agreement represents the entire agreement between the parties with respect to e-Rate Funding Request Number (FRN) _____ and there are no collateral oral agreements or understandings.

In consideration of the mutual promises set forth herein, and intending to be legally bound hereby, the parties agree to the following terms and conditions:

1. SERVICES.

Beginning on **_____ or upon receipt of USAC's funding commitment decision letter as WOLCS shall determine,** CONTRACTOR, and its employees and subcontractors, if applicable, shall provide to WOLCS under the terms and conditions set forth herein, at 7115 Stenton Avenue Philadelphia, PA 19138, hereinafter referred to as "Locations" required _____ [hereinafter "the Services"], more particularly described in the scope of services included as Attachment A hereto.

2. CONTRACTOR'S RESPONSIBILITIES.

CONTRACTOR'S responsibilities under this Agreement shall include:

a. CONTRACTOR, and its employees and/or subcontractors, if applicable, shall provide the Services to WOLCS in a qualified, lawful and prompt manner on agreed upon dates and times.

b. CONTRACTOR, and its employees and/or subcontractors, shall be properly qualified, licensed and credentialed to perform the Services and shall provide WOLCS with verification of credentials prior to the commencement of the Services.

c. CONTRACTOR shall provide criminal history and child abuse clearance information for CONTRACTOR, and each employee or subcontractor assigned to WOLCS to work in the school while students are present, prior to the commencement of Services under this Agreement, in accordance with the applicable Pennsylvania laws and regulations.

d. Contractor will assign a project manager, who will meet weekly with the WOLCS's technical coordinator and the school official in charge to report on project progress. MAKE SURE THAT THIS IS UNDERSTOOD BY CONTRACTORS

e. CONTRACTOR shall pay, when due, all state, federal and local taxes due in connection with CONTRACTOR's compensation under this Agreement.

f. CONTRACTOR shall pay, when due, all payroll taxes, and worker's compensation and unemployment premiums, as applicable, and shall make all required employee contributions for any and all of CONTRACTOR'S employees assigned to provide services to WOLCS, if applicable. WOLCS will not accumulate, deduct, hold on account or otherwise provide for CONTRACTOR or any of its employees or subcontractors, if applicable, any retirement, health or other benefits.

g. CONTRACTOR shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to CONTRACTOR's services to WOLCS. All such records shall be retained for ten (10) years following completion of services and shall be subject to inspection and audit by WOLCS upon a reasonably justified request. CONTRACTOR shall include in all subcontractor agreements for services, provisions requiring subcontractors to maintain the same records and allowing WOLCS the same right to inspect and audit those records as set forth herein.

h. In addition to the foregoing, CONTRACTOR will create, implement and enforce an internal E-rate audit process that ensures that CONTRACTOR complies with all E-rate program rules and regulations. This process should include the following:

(i) Separating ineligible project management and other professional services costs, if any, from other charges

(ii) Where labor is involved, maintaining detailed, signed individual timesheets

(iii) Ensuring that ineligible charges are not submitted to USAC

(iv) Invoicing to USAC that is consistent with the contract and WOLCS FRN 1999074533

(v) Ensuring that services or products are not provided to WOLCS without WOLCS express written permission or official purchase authorization

(vi) Ensuring that WOLCS-approved substitute services or products are prominently noted on invoices submitted to USAC and WOLCS

(vii) Where applicable, non-recurring services provided prior to September 30th and recurring services provided prior to June 30th

(viii) Supporting documentation sufficient to evidence that what was approved per the FCDL and provided to the District, was actually provided to the District and when

(ix) If E-rate eligible services and/or installation or equipment costs are included as part of a larger contract or service/equipment billing, support for the allocation of E-rate eligible amounts and reconciliation of that total to the total amount billed

i. If E-rate eligible services or equipment are allocated to multiple sites, support for the allocation consistent with the amount and locations identified in the Form 471

(x) Documenting that E-rate funded services were provided within the allowable contract period and program year

(xi) Charging proper FRN(s)

(xii) Ensuring that invoices and USAC forms are submitted to WOLCS in a timely manner

(xiii) Ensuring that USAC forms are filled out completely, accurately and on time

(xiv) Ensuring that Forms 472 are signed/dated by CONTRACTOR's representative in a timely manner Maintaining fixed asset list of E-rate-supported equipment provided to WOLCS with detailed information for each item (model number, serial number, product description) and made available to WOLCS in electronic format.

(xv) WOLCS will within five (5) business days of the start of recurring and non-recurring services or the delivery of purchased equipment, whichever is sooner, file FCC Form 486 certifying that the services have started.

i. Contractor shall execute a waiver of liens in the form set forth as Attachment "B," and will require its subcontractors to do so as well.

3. TERM AND TERMINATION.

The term of this Agreement shall be _____ WOLCS reserves the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term coincide with an E-rate "program year" or an extended service end date for an E-rate program year pursuant to a "service delivery deadline extension," as those terms are defined by the Federal Communications Commission ("FCC") and/or the Universal Service Administrative Company ("USAC").

a. WOLCS may terminate this Agreement immediately upon written notice in the event that its School Program is terminated or the funding for the Services is otherwise suspended, reduced or terminated. In the event of termination, WOLCS shall compensate CONTRACTOR for Services actually rendered prior to termination on a pro rata basis.

b. WOLCS may terminate the Agreement related to maintenance services for cause, upon written notice to CONTRACTOR of a material breach of the agreement, and CONTRACTOR's failure to remedy the deficiency within 30 days.

c. Any notices of termination of this Agreement shall be given to the other party via hand delivery, certified or registered mail or expedited delivery service such as Federal Express as follows:

If to WOLCS:

If to CONTRACTOR:

d. Any such notice will be deemed to be given on the date delivered or mailed in the manner described above.

4. PAYMENT.

a. CONTRACTOR shall invoice WOLCS for the Services in an amount not to exceed _____ [$], for the Term of the Agreement. THE CONTRACTOR shall invoice WOLCS for this non-discounted amount and WOLCS shall make payments in semi-annual installments.

b. CONTRACTOR shall itemize, price, and invoice separately any materials or services that are ineligible for E-rate funding. CONTRACTOR must include

the following information on all invoices to the School for E-rate eligible equipment and/or services:

i. Date of invoice

ii. Date(s) of service

iii. Funding Request Number ("FRN")

iv. CONTRACTOR's signature on invoice attesting to the accuracy and completeness of all charges

v. Detailed description of services performed, and materials supplied that matches WOLCS's contract specifications, Form 470 and Form 471 descriptions of same

vi. Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to WOLCS (non-discounted amount of eligible charges)

vii. Invoice on CONTRACTOR's letterhead or on a CONTRACTOR-generated form

viii. WOLCS's Billed Entity Number

ix. WOLCS's Federal Communications Commission Registration Number

x. Proper E-rate discount percentage as set forth by the applicable FRN and USAC funding commitment decision letter ("FCDL")

c. THE CONTRACTOR shall be solely responsible for timely filing invoices with USAC. Accordingly, CONTRACTOR understands and agrees that WOLCS will NOT be liable to CONTRACTOR and CONTRACTOR shall have no recourse against the WOLCS for any discounted amount that CONTRACTOR submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing.

d. CONTRACTOR understands and agrees that WOLCS shall not be liable to CONTRACTOR and CONTRACTOR shall have no recourse against the WOLCS for any discounted amount that CONTRACTOR submits to USAC for payment if CONTRACTOR is at fault for USAC's refusal to pay; if WOLCS is at fault, WOLCS shall not be liable to CONTRACTOR and CONTRACTOR shall have no recourse against WOLCS for the amount at issue until both the WOLCS and the CONTRACTOR have exhausted their administrative remedies of appeal to USAC and/or the FCC.

e. CONTRACTOR shall submit to WOLCS for its review and approval before submitting it to USAC for payment a copy of every invoice that CONTRACTOR intends to submit for services that it has provided or, in appropriate circumstances, will be providing to the WOLCS.

f. WOLCS shall not delay or withhold approval of CONTRACTOR's USAC invoices without cause. As CONTRACTOR is solely responsible for timely filing invoices with USAC, it understands that it must submit invoices to WOLCS sufficiently in advance of any USAC filing deadline to ensure that there will be adequate time remaining for it to meet the USAC filing deadline after WOLCS has had a reasonable opportunity to review and approve them.

g. WOLCS will pay only its percentage of the total contract – i.e. the non-discounted amount. The 15% payment obligation of WOLCS E-rate agreement FRN no 1999074533 shall be made according to the terms of this agreement.

h. Except as permitted by E-rate, CONTRACTOR expressly agrees that it will not seek compensation for the Services rendered to WOLCS, from any other person or entity.

5. INSURANCE.

a. CONTRACTOR shall maintain minimal levels of insurance coverage in the types and amounts set forth below and comply with these conditions required by WOLCS. CONTRACTOR shall obtain, at its own cost and expense, and maintain in full force during the term of the Agreement, the following insurance coverages with the terms and limits described below, as deemed necessary by WOLCS's insurance carrier. WOLCS is to be named as an additional insured regarding these coverages and shall be provided with at least thirty (30) days written notice of cancellation or material change in coverage. WOLCS has no responsibility for assisting or providing CONTRACTOR with any indirect or direct costs or to provide insurance coverage. CONTRACTOR will provide certificates of insurance evidencing such coverage for review and approval by WOLCS, prior to the commencement of any Services. Any deviation from the insurance specifications below must be approved, in writing, by WOLCS.

b. The following insurance coverage is required. No payments will be provided to the CONTRACTOR until proof of acceptable insurance is provided to WOLCS.

c.

Professional Services Minimum Insurance Requirements:

Comprehensive General Liability
$1,000,000 each occurrence
$1,000,000 Personal and Advertising Injury
$2,000,000 General Aggregate

$2,000,000 Products and Completed Operations Aggregate (Fire)
$100,000 Damage to Rented Premises Each Occurrence
$5,000 Medical Payments

Commercial Automobile Liability
$1,000,000 Combined Single Limit of Liability
Coverage to include Non-Owned Automobile

Workers Compensation Insurance
As required by the Laws of the Commonwealth of Pennsylvania:
Employers Liability - Each Accident $100,000
Employers Liability - Each Employee $100,000
Employers Liability - Policy Limit $500,000

Professional Liability
$1,000,000 Each Claim

Note: The above limits are the minimum limits acceptable.

6. RELATIONSHIP OF THE PARTIES.

It is expressly understood and agreed that CONTRACTOR, and its employees and/or subcontractors, if applicable, are independent contractors, and not agents, servants or employees of WOLCS for any purpose, including for purposes of Section 22 of Pennsylvania's Workers' Compensation Act, 77 Pa. Stat. Section 1, et seq. It is expressly understood and agreed that CONTRACTOR, and its employees and/or subcontractors, if applicable, are not under the direction and control of WOLCS. Further, CONTRACTOR shall maintain worker's compensation coverage for all eligible employees, if applicable, as directed herein.

7. INDEMNIFICATION.

The parties agree to mutually indemnify, defend and hold harmless one another, their officers, members, Board, agents, servants and/or employees from and against any and all liability arising out of or in any way relating to the Services provided by CONTRACTOR under this Agreement except as to matters for which they shall be determined liable for negligence or willful misconduct.

8. CONFIDENTIALITY.

The Parties acknowledge that during the term of this Agreement, CONTRACTOR, and its employees and/or subcontractors, if applicable, as well as WOLCS and its employees may have access to information that is confidential and/or proprietary in nature, including but not limited to, computer records and other data relating to CONTRACTOR, WOLCS and WOLCS's students [the "Proprietary Information"]. CONTRACTOR and WOLCS agree that, with respect to any and all Proprietary Information to which their employees and/or subcontractors, if applicable, may have access pursuant to this Agreement, they shall ensure the confidentiality of such Proprietary Information and in doing so will take the same measures to ensure confidentiality as they would take to protect their own confidential or Proprietary Information and as required by law. CONTRACTOR and WOLCS shall ensure that Proprietary Information is not disclosed to any third party for any purpose. CONTRACTOR agrees to return to WOLCS any Proprietary Information in possession of CONTRACTOR, or its employees, if applicable, upon termination of this Agreement regardless of the reason for termination. THE CONTRACTOR's obligations under its section shall survive the termination of this Agreement.

9. REMOVAL OF PERSONNEL.

WOLCS shall have the right to request that any of CONTRACTOR's employees and/or subcontractors assigned to provide Services to WOLCS be removed or transferred, upon such request, if employees and/or subcontractors are being used in the performance of this Agreement and their performance has been deemed to be unsatisfactory or inconsistent with WOLCS's expectations of professional conduct.

10. NON-DISCRIMINATION CLAUSE.

CONTRACTOR shall prohibit discrimination in its employment policies based on race, color, religion, creed, ancestry, sex, age, national origin, handicap, military service, marital status and disability.

11. ASSIGNMENT.

This Agreement shall not be assigned by either party.

12. GOVERNING LAW.

This Agreement shall be governed and construed under the laws of the Commonwealth of Pennsylvania.

13. THIRD PARTIES.

Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either WOLCS or CONTRACTOR.

14. RECORDS.

The CONTRACTOR acknowledges that all documents, forms, reports, records and other items, not including software, created by the CONTRACTOR, CONTRACTOR's agents and/or employees, if applicable, in the performance of Services for WOLCS are the property of WOLCS, and that title to such proprietary property and all related ownership rights shall remain exclusively with WOLCS. CONTRACTOR agrees to give WOLCS access to any and all items created by CONTRACTOR, to WOLCS, upon reasonable notice.

15. SAFEGUARDS.

The CONTRACTOR shall maintain precautionary measures as well as checks and balances while performing services under this Agreement. A monitoring component shall be in place, allowing WOLCS's designated liaison to independently check the status of tasks to be completed, amounts of various cash receipts, billings and the completion of reports.

16. INTERPRETATION OF PROVISIONS

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited by or invalid under applicable law such provision shall be ineffective to the extent of such provision or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

17. HEADINGS

The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement.

18. ENTIRE AGREEMENT.

This Agreement, inclusive of all attachments, constitutes the sole and only agreement between the parties with respect to the subject matter hereof and contains all of the promises, covenants, and agreements between the parties with respect to consulting services. WOLCS reserves the right to enter into similar and/or different consulting arrangements with others. A waiver by any party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future or any subsequent breach thereof. All rights, remedies, undertakings, obligations, and agreements contained in the Agreement shall be cumulative and none of them shall be in limitation of any other right, remedy, indemnity, obligation or agreement of either party.

19. SEVERABILITY

The various provisions of this Agreement are severable from each other and from the rest of the Agreement, and in the event, that any part of this Agreement shall be held invalid or unenforceable by a court, the remainder of this Agreement shall be fully effective, operative, and enforceable.

IN WITNESS, WHEREOF, and intending to be legally bound hereby, the parties hereto have set their respective hand and seal the day and year first written above.

SEALED AND DELIVERED in the presence of:

WOLCS	CONTRACTOR
BY:_____	BY: _____
Name:	Name:
Title:	Title:

Attachment A

Attachment B

WAIVER OF LIEN / INDEMNIFICATION BY CONTRACTOR

If a subcontractor or supplier of CONTRACTOR files a mechanics' lien or other lien against the Project or makes a claim against any labor or material payment bond delivered by CONTRACTOR with respect to the Project, CONTRACTOR will indemnify and hold WOLCS harmless from and against any and all costs and damages, including reasonable attorneys' fees and disbursements, incurred by WOLCS as a consequence of such lien or claim.

Contingent upon receipt of the payments, described herein, CONTRACTOR hereby waives its right to claim or file a mechanics' lien or any other lien against the Project for any of the labor, materials, or equipment furnished by it or any of its subcontractors or suppliers.

The acceptance of final payment from WOLCS shall constitute a waiver and release of all claims by CONTRACTOR against Owner arising out of CONTRACTOR'S performance of the Contract

Attachment C