



Windfall Industries

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**School  
&  
Windfall Industries'  
150 D Quadral Drive  
Wadsworth Ohio 44281  
M.A.P.S.T.A.R.T.  
Agreement**

This Agreement is between \_\_\_\_\_, and Windfall Industries, 150-D Quadral Dr. Wadsworth, Ohio 44281.

**CONDITIONS**

School Districts are public organizations operated for the purpose of providing services to students. From time to time schools need to purchase services or products not available to or in addition to those obtained for its' own employees.

Windfall Industries is available and qualified to perform such services as described more fully below.

Windfall Industries desires to provide such services and the School desires to obtain such services.

In consideration of mutual promises hereinafter contained, The School and Windfall Industries agree to the following terms and conditions:

- I. TERM: Contract period shall be for the period commencing July 1, 2014, and ending June 30, 2015.
  
- II COMPENSATION:
  - A. The School agrees to compensate Windfall Industries \$9.60 per consumer hour for our training.
  - B. Windfall Industries will invoice monthly for services provided between first and last calendar day of the previous month. All invoices are payable at net 30 days.
  
- III. WINDFALL OBLIGATIONS
  - A. Provide training staff and sites.
  - B. Provide habilitation trained staff that is registered with the ODDD to work directly with students.
  - C. Provide a safe integrated work environment where non-disabled staff will be required to have a B.C.I. background check.
  - D. Provide the School with the documentation needed i.e. evaluations, work skills check list.
  - E. Will provide, at the request of the School, a job/task list that students will be performing while participating in the training program.
  - F. Submit billing to the School based on the number of hours served.

- G. To maintain a best effort to ensure there is work for students for the duration of the program. In the case that work is not available, Windfall Industries will provide work skills training i.e. safety skills, social skills and job seeking skills.
- H. Windfall Industries will maintain premises liability insurance.
- I. Windfall Industries will be responsible to ensure compliance with Department of Labor standards.
- J. Windfall Industries will be responsible for Workers Compensation for consumers while they are participating in the training program.

#### IV. SCHOOL OBLIGATIONS:

- A. Designate Students who are eligible to participate in the services.
  - 1. Students must be 16 years of age or older.
  - 2. Students must be able to have his or her needs met within the limitations of the work site.
  - 3. Students must be of functioning ability to work in an environment that has a staff ratio of one staff to 10 students. Additional staff can be provided by Windfall Industries at an additional cost, in order to give others the opportunity to work at our sites.
  - 4. The School must provide to Windfall Industries each student's documented disability that would affect their ability to become competitively employed, diagnosed by Physician, Psychologist or Psychiatrist.
- B. Provide behavior plans/programs for students who have them.
- C. Provide a liaison who can offer additional phone support when needed as well as historical information, training/life plans so that we can work in concert with the rest of the student's training.
- D. Provide transportation for students or pay a fee for transportation of students to and from Windfall Industries' work sites.

#### V. MISCELLANEOUS PROVISIONS:

- A. **REPORTS AND RECORDS:** Windfall Industries' reports and records relating to this Agreement shall be made available to the School upon demand for the purpose of making audits, examinations, excerpts and transcripts. Windfall Industries shall maintain all records resulting from this Agreement for a period of three (3) calendar years after the School makes final payment hereunder and all other pending matters are closed.
- B. **CONFIDENTIALITY:** Windfall Industries agrees that the use or disclosure, by any party, of any information concerning participating staff for any purpose not directly related to the administration of the School or Windfall Industries with respect to these purchased services is prohibited.
- C. **NON-DISCRIMINATION:** Windfall Industries shall not discriminate in any manner in its performance under this contract by reason of race, disability, color, religion, sex, age or national origin.
- D. **INDEMNIFICATION:** The parties hereby agree to mutually release each other from any loss, cost, damage, expense or liability in connection with each party's respective performances in the Agreement and caused, in whole or in

part, by each party's own acts or omissions, negligent or otherwise, except to the extent such loss, cost, damage, expense or liability arises from the acts or omissions, negligent or otherwise of the other.

- E. **NO JOINT VENTURE OR PARTNERSHIP:** Nothing contained in the Agreement shall be construed to be or create a joint venture or a partnership between the School and Windfall Industries. The relationship of Windfall Industries to the School under this Agreement is that of independent contractor.
- F. **ASSIGNMENT:** Neither party shall assign its rights or delegate its duties hereunder without the prior written consent of the other party. Subject to such consent, this Agreement shall be binding upon and for the benefit of the parties hereto and their successors.
- G. **LAW OF OHIO:** This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.
- H. **EMPLOYMENT STATUS:** Students enrolled in the training program will become employees of Windfall Industries and will be compensated for work commensurately (based on productivity.)
- I. **ENTIRE AGREEMENT, MODIFICATIONS AND SEVERABILITY:** This written Agreement represents the entire Agreement between the parties and supersedes all previous agreements, written and oral, between the parties. This Agreement shall not be modified except in writing and signed by both parties. In the event that a provision of this Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall not affect the validity of other provisions of the Agreement.
- J. **CONTRACT TERMINATION:** The foregoing contract may be terminated by either party, with or without cause, with 30 days written notice of termination to the other party. Notice shall be given by certified U. S. Mail with return requested. The School may terminate this contract effective immediately upon written notice of termination of cause (i.e. violation of this agreement by Windfall Industries, or any act by Windfall Industries exposing the School to liability to others for personal injury and/or property damage, or any criminal acts or dishonesty by Windfall Industries).
- K. **GENERAL PROVISIONS:** The parties certify that they have read this contract in its entirety, understand the terms and enter into it freely and voluntarily.
- L. **CHANGES:** Any changes in services offered will open agreement up for pricing negotiation.

**Windfall Industries**

**School**

 9/09/14

Signature

Date

Signature

Date

James N. Brown IV  
Executive Director

Title