

**LAMPETER-STRASBURG SCHOOL DISTRICT**

Lampeter, Pennsylvania 17537

**BOARD WORKSHOP MEETING AGENDA**

May 19, 2025

Meeting Called to Order

Opportunity for Public Comment Regarding Agenda Items

**FOR BOARD WORKSHOP ACTION**

**BUSINESS AND FINANCE COMMITTEE**

**1. PRESENTATION ON FOOD SERVICE DEPARTMENT INITIATIVES AND OUTLOOK**

Mrs. Murse will present information on the Food Service Department initiatives, challenges, and financial outlook.

**PERSONNEL COMMITTEE**

**2. RECOMMENDATION FOR APPROVAL OF RESIGNATIONS**

Recommend the approval of resignations from the following individuals:

- a. John E. Brands, van driver, administration building, retroactively effective to May 16, 2025.
- b. Megan L. LaFon, kitchen helper, Lampeter Elementary School, effective June 5, 2025.

**3. RECOMMENDATION FOR APPROVAL OF EMPLOYMENT – ADMINISTRATION**

Recommend the approval of employment of Lisa S. Lyons as an administrative employee assigned as an assistant principal at Lampeter-Strasburg High School effective July 1, 2025, pending receipt of required documentation. Her annual compensation will be \$109,000 based upon the District administrative compensation schedule.

**4. RECOMMENDATION FOR APPROVAL OF EMPLOYMENT – PROFESSIONAL**

Recommend the approval of employment of the following individuals in professional positions:

- a. Danielle M. Polizzi, as a temporary professional employee assigned as the grades 4-12 orchestra director effective August 6, 2025, pending receipt of required documentation. Ms. Polizzi will be assigned to Hans Herr Elementary School. Her annual compensation will be \$68,375 based upon Step 1, Level B, of the District compensation agreement.
- b. Marlena F. Popson, as a temporary professional employee assigned as an elementary art teacher at Hans Herr Elementary School effective August 6, 2025, pending receipt of required documentation. Ms. Popson will be compensated annually at \$68,375 based upon Step 1, Level B, of the District compensation agreement.

**5. RECOMMENDATION FOR APPROVAL OF EMPLOYMENT – SUPPORT**

Recommend the approval of employment of Cindy D. Brubaker as the assistant kitchen manager at Martin Meylin Middle School effective June 2, 2025. Ms. Brubaker will become a category C support staff employee and will be compensated \$17.15 per hour.

**6. RECOMMENDATION FOR APPROVAL OF CHANGE OF STATUS**

Recommend the approval of a change of employment status for the following individuals:

- a. Kelsey B. Bomberger, fifth grade teacher, Hans Herr Elementary School. Mrs. Bomberger will become an elementary math program specialist effective August 15, 2025. She will be assigned to Hans Herr Elementary School and will be compensated \$97,996 based upon Step 10, Level M60, of the District compensation agreement.

- b. Jessica B. Braiterman, title I assistant, Hans Herr Elementary School. Mrs. Braiterman will become a long-term substitute ESL teacher at Lampeter Elementary School effective August 6, 2025. Ms. Braiterman will be compensated \$361.77 per diem based upon Step 1, Level B, of the District compensation agreement.
- c. Bernard C. Ludwig, second shift lead custodian, Martin Meylin Middle School. Mr. Ludwig will become a day shift custodian at Martin Meylin Middle School effective July 1, 2025. He will remain a category A support employee and will be compensated \$18.77 per hour.
- d. Robert S. Reath, second shift lead custodian, Lampeter Elementary School. Mr. Reath will become the head custodian at Lampeter Elementary School effective July 1, 2025. He will remain a category A support employee and will be compensated \$20.34 per hour.
- e. Cara E. Shaw, building secretary, Hans Herr Elementary School. Mrs. Shaw will become the K-2 principal's secretary, assigned to Lampeter Elementary School, effective June 11, 2025. She will become a category A support employee and will be compensated \$21.25 per hour.

**7. RECOMMENDATION FOR APPROVAL OF TEACHER FOR EXTENDED SCHOOL YEAR (ESY) SPECIAL EDUCATION SERVICES**

Recommend the approval of Michelle T. Brubaker as an extended school year (ESY) teacher to provide virtual or home-based special education services on various dates from June 23, 2025, through July 24, 2025. Mrs. Brubaker will be paid at her per diem rate for this assignment.

**8. RECOMMENDATION FOR APPROVAL OF SUMMER CUSTODIAL EMPLOYEES**

Recommend the approval of summer employees at the hourly compensation indicated:

<u>Lampeter Elementary School</u>	
Jake Paulinellie	\$14.51
Elizabeth Shiffer	\$14.51

**9. RECOMMENDATION FOR APPROVAL OF 2025-2026 HEAD COACH**

Recommend the approval of Earl P. Holmes as the 2025-2026 head golf coach.

**10. RECOMMENDATION FOR APPROVAL OF SUBSTITUTES**

Recommend the approval of 2024-2025 substitutes, as follows:

<u>Certified Substitutes</u>	
Flury, Ashli A.	Elementary K-6
Grossman, Alexandria N.	Grades PK-4 – Millersville student
<u>Support Staff</u>	
Frankford, Janette E.	
LaFon, Megan L.	

**BUSINESS AND FINANCE COMMITTEE**

**11. RECOMMENDATION FOR APPROVAL OF CHANGE ORDERS FOR MARTIN MEYLIN MIDDLE SCHOOL RENOVATION**

Recommend the approval of change orders for the Martin Meylin Middle School renovation project, as follows:

a.	Lobar Inc	Change Order GC #1	Add \$7,143.84	Time and Materials for Water and Sanitary Connections for Temporary Classrooms
b.	Lobar Inc	Change Order GC #2	Add \$7,191.58	Unforeseen Exiting Water and Sanitary Tie-ins
c.	Lobar Inc	Change Order GC #3	Deduct \$66,905	Delete Final Cleaning from Contract.

- |    |                    |                    |                |  |
|----|--------------------|--------------------|----------------|--|
| d. | Lobar Inc          | Change Order GC #4 | Add \$1,301.19 | Temporary sidewalk at modular classroom area.  |
| e. | Lobar Inc          | Change Order GC #5 | Add \$3,660.00 | Sound Control Doors Change from Cylindrical Locks to Mortise Locks.                                    |
| f. | Jay R Reynolds Inc | Change Order PC #1 | Add \$2,420.00 | Furnish and install a new 3" floor drain in storage C130 and upsize floor drain in D133 from 2" to 3". |

**12. RECOMMENDATION FOR APPROVAL OF MARTIN MEYLIN MIDDLE SCHOOL ASBESTOS REMOVAL AIR SAMPLING AND ANALYSIS SERVICES**

Recommend the approval of Compliance Management International (CMI) to provide asbestos removal air sampling and analysis services, as posted.

**MISCELLANEOUS**

**13. DISCUSSION/REVIEW OF BOARD POLICIES**

Dr. Peart will lead a discussion reviewing Board Policies, as follows and as posted:

- |    |              |                               |
|----|--------------|-------------------------------|
| a. | Policy 815.1 | Personal Technology Devices   |
| b. | Policy 818   | Contracted Services Personnel |

Opportunity for Public Comment

Adjournment

Date: May 5, 2025



# PROPOSAL

1104 Fernwood Avenue, Suite 101  
 Camp Hill, PA 17011  
 Phone: (717) 590-7031  
 Fax: (717) 590-7936

Contact Information	
Name & Title:	Glenn R. Davis – Director of Building & Grounds
Company:	Lampeter-Strasburg School District
Address:	1600 Book Road
City, State, ZIP:	Lancaster, PA 17602
Project Name:	Final Clearance Sampling – Chalk & Tack Boards Adhesive Removal Project
Phone:	717-464-3311 Ext. 1018
Email:	glenn_davis@l-spioneers.org
Proposal No.:	255420

### Scope of Work and Fee:

CMI will provide PCM final clearance sampling and analysis for the above referenced project. Air samples will be collected and analyzed in accordance with National Institute of Occupational Safety and Health (NIOSH) method 7400 (phase contrast microscopy-PCM). This method counts fibers which meet specific counting criteria. It may include fibers other than asbestos. Final clearance air samples will be collected from within the regulated area after the abatement is performed. Air samples will be collected on 25-mm mixed cellulose ester (MCE) filters using high volume air sampling pumps that will be calibrated prior to use. The samples will be analyzed by an individual with NIOSH 582 equivalent training. The planned project is to occur June 9, 2025 - June 30, 2025. A final report will be provided at the conclusion of the project.

On Site Technician: \$700.00 per site visit for clearance sampling. Estimated 5-7 visits. Estimated total cost \$3,500.00 - \$4,900.00. The School District will be billed per visit. If the number of visits exceeds the estimate, the School District will be billed for each additional visit required to complete the project at \$700.00 per visit.

Additional Information Attached?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	
Fee: Estimated \$3,500.00 - \$4,900.00	<input checked="" type="checkbox"/> Time & Materials	<input type="checkbox"/> Time & Materials, NTE	<input type="checkbox"/> Fixed Price

### Notes:

On Site Technician: Estimated 5-7 Final Clearance Sampling Events/Visits

### Schedule:

Requested start date:	June 9, 2025, coordinated with EHC Personnel for visits.
Report delivery date:	July 11, 2025

Project Manager

CMI appreciates the continued opportunity to provide you with our EHS consulting services and we look forward to working with you on this project.

## TERMS AND CONDITIONS

1. **Agreement.** The terms and conditions set forth herein and in the proposal (collectively the "Contract") represent all the promises, covenants, agreements, conditions, and understandings between Compliance Management International, Inc. ("CMI") and the Client with respect to the services described in the Contract and supersede all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, relating hereto, except as contained in this Contract. The terms and conditions set forth in this Contract cannot be modified, amended, added to, or otherwise changed unless such modification, amendment, addition or change is reflected in writing signed by both CMI and the Client. No course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any term expressed in this Contract. Any terms and conditions specified on the Client's purchase order, if any, or any other communication which are in conflict with, inconsistent with, or in addition to the terms and conditions contained in this Contract shall be superseded by the terms and conditions hereof, and shall not be binding upon CMI unless expressly accepted in writing by CMI. CMI's failure to object to terms in any communication from Client will not be a waiver of the terms hereof. The terms and conditions contained in this Contract shall be deemed accepted and agreed to by Client upon failure of Client to notify CMI to the contrary within three (3) days of the execution of this Contract. No waiver by CMI of any of the terms and conditions contained in this Contract, or of the breach by the Client of any such term or condition, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term, condition, or breach, or a waiver of any other term or condition or of the breach of any other term or condition set forth in this Contract. All waivers under this Contract must be in writing to be effective.
2. **Prices.** The prices set forth in this Contract constitute the effective prices, notwithstanding any prior written quotations of prices, oral quotations or prices set forth in any purchase order.
3. **Terms of Payment.** Terms of Payment shall be net 30 days from date of invoice. Payments overdue more than 30 days are subject to a monthly service charge of 1-1/4%. Client agrees to pay all expenses incurred in collecting delinquent accounts, including attorney's or other reasonable collection fees. If the financial condition of the Client at anytime does not, in the sole judgment of CMI, justify continuance of the work to be performed by CMI hereunder on the terms of payment agreed upon, CMI may require full or partial payment in advance or shall be entitled to cease providing services hereunder and shall receive reimbursement for its reasonable and proper fees as the same would be payable in the event of Termination as is more fully provided in Paragraph 19 below. In the event of bankruptcy, insolvency, a composition of creditors or the inability to pay claims as they become due of the Client, or in the event any proceeding is brought against the Client, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, CMI shall be entitled to stop providing services hereunder any time and shall receive reimbursement for its reasonable and proper fees as the same would be payable in the event of Termination as is more fully provided in Paragraph 19 below. The rights of CMI under this paragraph are cumulative and in addition to all rights available to CMI at law or in equity.
4. **Taxes.** Applicable federal, state, and local taxes, now or hereinafter enacted, in connection with the services hereunder are not included in the price and will be added to the invoice to be paid by the Client, unless, with respect to taxes due a particular taxing authority, the Client provides CMI with a valid tax exemption certificate indicating that the services hereunder are not subject to such taxation.
5. **Non-Exclusive Remedies.** No remedy or right conferred upon or reserved to CMI is intended to be to the exclusion of any other remedy or right, but each and every such remedy or right shall be cumulative, and shall be in addition to every other remedy or right given hereunder now or hereafter existing at law or in equity.
6. **Client's Responsibilities.** The Client or its authorized representatives will provide CMI with all information, access to facilities and any local required work permits requested by CMI to enable CMI to provide the services described in the Contract. The Client will designate representative(s) to coordinate with CMI with respect to those services described in the Contract.
7. **General Liability Warranty.** Except for (a) actions taken by Client or its representatives to carry out the written recommendations of CMI within the scope of the Contract, and taken in complete conformity with such recommendations and with all applicable legal, regulatory or other standards for performance of such recommendations, and (b) the intentional negligent acts or omissions of CMI's employees, contractors and subcontractors, CMI shall not be responsible for the acts or omissions of any party, including Client or its representatives, with respect to past, concurrent or subsequent phases of the services described in the Contract, nor shall CMI be responsible for any acts or omissions of the Client or the Client's employees, contractors and subcontractors and their respective officers, directors, employees, agents, successors and assignees. CMI's services will be conducted in a manner consistent with that standard of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions at the time of performance. Notwithstanding anything to the contrary contained in the Contract, in no event, whether as a result of a breach of the Contract, warranty or tort (including, but not limited to, negligence) by CMI or any other party, will CMI be liable under the Contract for any consequential, punitive or incidental damages or any nature whatsoever nor will CMI be liable for any other damages, fines, costs or penalties in excess of compensation paid to CMI pursuant to the Contract. Except as expressly stated in the Contract, CMI makes no warranties, express or implied, and hereby specifically negates any implied warranty with respect to the services described in the Contract.
8. **Assignment.** Any assignment of this Contract or any rights under this Contract by Client, including by operation of law, by merger or in connection with any transfer of any assets of Client, without the prior written consent of CMI shall be void. All representations, warranties, covenants, terms, conditions and provisions of this Contract shall be binding upon and inure to the benefit of the respective parties, and the representatives, successors and permitted assigns. Nothing in the Contract, whether express or implied, is intended to confer any rights or remedies under or by reason of the Contract on any persons other than the parties to it and their respective successors and permitted assigns, nor is anything in the Contract intended to relieve or discharge the obligation or liability of any third persons to any party to the Contract.

**9. Force Majeure.** CMI shall not be liable for any failure to discharge its obligations hereunder due to: strikes; differences with workmen; accidents, fires; or shutdowns of Client's facility or facilities or plants supplying any of them; orders or requirements of the United States Government or any state or political subdivision thereof; embargoes; inability to secure transportation facilities; or other contingencies beyond the control of CMI, including, but not limited to, those arising out of or due to National Defense activities, or emergency conditions. Furthermore, CMI, shall not be held liable for any untimely response from governmental authorities having jurisdiction; or from other third parties whose involvement is required; unknown and undisclosed hidden conditions particularly when dealing with environmental excavation; changes in regulations and rules and which are not promulgated to the public; failure of third parties to supply necessary information to CMI; acts of terrorism; or utility or communications failures; imposition of laws, regulations or orders of any governmental entity which would render the services to be performed or being performed by CMI as unnecessary in the sole judgment of CMI.

**10. Indemnification.** Notwithstanding anything to the contrary contained in the Contract, CMI agrees to indemnify and hold the Client harmless from and against reasonable losses, claims, demands, damages (to person or property), and causes of action including reasonable legal fees ("Claims") resulting from the intentional or grossly negligent acts or omissions of CMI, its officers, agents, employees or subcontractors. Similarly, Client agrees to indemnify and save harmless CMI from and against any and all Claims, resulting from Claims by employees, officers, agents, independent contractors and/or directors of Client, alleging that a duty was owed by CMI to such person and from and against Claims by third parties or governmental agencies resulting from Client's failure to carry out and perform actions recommended by CMI or as a result of lack of information or inaccurate information supplied by third parties to CMI. To the extent a Claim is made against CMI, Client will obtain an absolute release of such Claim from the claimant in favor of CMI at such time as Client discharges such Claim.

**11. Audits.** CMI's duty to conduct audits, where included in the Contract, consists of identifying and reporting to Client potential regulatory compliance issues with respect to the specific list of activities for which CMI assumes responsibility under the Contract. Client agrees that CMI assumes no liability for issues outside of the specific list of activities and Client agrees that if any issues outside of the specific list of activities are addressed in the audit, CMI makes no representation that CMI has examined or reported on any or all other potential issues that may exist.

CMI is responsible for assessing regulatory compliance only and makes no representation or warranty that such compliance will prevent all injuries to, or claims by, employees or third parties.

CMI's obligations hereunder are intended to benefit Client only and neither party intends that any part of this Agreement shall be construed so as to create any rights in favor of any employee or third party against CMI. Client agrees to indemnify and save harmless CMI from and against any and all Claims by employees, officers, agents, independent contractors and/or directors of Client, or by third parties or governmental agencies alleging that a duty was owed by CMI to such person or entity as a result of any audit conducted under this Contract.

**12. Permits, Survey, Etc.** Unless otherwise included in the price stated in the proposal, Client must pay for all permits, inspector's fees, licenses or any other charges ("Charges"), if any, from local, state or federal officials obtained by CMI to conduct the work under the Contract for all those Charges by such officials.

**13. Confidentiality.** All matters relating to the Contract, including, without limitation, all data, reports and discoveries generated pursuant to the work under herein and the existence of herein, shall be held in confidence by CMI. Prior to releasing to any third party information in any way connected with CMI's work under the Contract, CMI shall obtain the written consent of the Client except where required to release the same pursuant to the order of any court of competent jurisdiction. All data, reports and discoveries generated pursuant to the work hereunder shall be produced in CMI format, and Client shall hold said format in confidence.

At all times while the Contract is in effect (including any extensions or renewals), and for a period of two (2) years thereafter, Client shall not directly or indirectly, hire, or solicit for hire, as an employee, agent or consultant, any present or future employee or independent contractor of CMI, including, without limitation, any employee, consultant or contractor servicing Client's account, without the express prior written consent of CMI.

**14. Documents.** Drawing, specifications and other documents prepared by CMI are Instruments of Service for use solely with respect to this Project. This includes documents in electronic format. CMI and its consultants and subcontractors shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The Instruments of Service shall not be used by the Client for future additions or alterations to this Project or for other projects, without prior written agreement from CMI. Any unauthorized use of these Instruments of Service shall be at the Client's sole risk and without liability to CMI and its subcontractors.

**15. Unforeseen Conditions and Occurrences.** It is possible that changed conditions or unforeseen conditions or occurrences may be encountered which could substantially alter the necessary services or the risks involved in completing our services. If this occurs, CMI will promptly notify and consult with Client, but will act based on our sole judgment where risk to our personnel is involved. Possible actions could include:

- (a) Complete the original Scope of Services in accordance with the procedures originally intended in our Proposal, if practicable in our sole judgment;
- (b) Agree with Client to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with revision agreed in writing;
- (c) Terminate the services effective on the date specified by us in writing.

In instances where CMI provides subsurface evaluations using drill rigs or other means of soil sampling or groundwater well installations, the property owner will be responsible for locating private utilities or underground equipment prior to the work unless so stated in our proposal. If CMI is not provided with accurate information regarding these utilities, CMI will not be responsible for the

damage, disruption and/or replacement of unmarked, poorly located or unknown utilities or other subsurface lines/obstructions or the release of any products or wastes due to the damage.

**16. Waste Management.** Test specimens or samples generally are consumed or substantially altered during testing and are disposed immediately upon completion of tests. Drilling samples and other specimens are disposed 30 days after submission of our report.

**(a) Sample Disposal and Management.** On Projects where CMI extracts and collects samples on behalf of the Client, CMI will not take title to samples but will act as custodian of these samples on behalf of the Client. CMI will have samples tested and evaluated on behalf of Client in the time period required for the specific analyses required. At Client's written request, CMI will retain preservable test specimens or the residue therefrom for 30 days after submission of our report free of storage charges. After the initial 30 days and upon written request, CMI will retain test specimens or samples for a mutually acceptable storage charge and period of time. Client agrees that CMI is not responsible or liable for loss of test specimens or samples retained in storage. \*In the event that samples contain hazardous constituents, CMI will return such samples to Client, or using a manifest signed by Client as generator, CMI will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of samples.

**(b) Waste Disposal/Handling.** Client will defend, hold harmless and indemnify CMI from and against any and all claims, actions, allegations, penalties, and damages caused by:

- (i) Client's violation of any federal, state or local statute, regulation or ordinance relating to the disposal, use, or storage of toxic or hazardous substances, wastes, or constituents, and/or any other federal, statute or local statute, regulation or ordinance relating to protection of the environment, including, without limitation, statutes, regulations or ordinances relating to petroleum and petroleum products;
- (ii) Client's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or wastes or their constituents, or petroleum and/or petroleum products, found or identified at the site;
- (iii) Toxic or hazardous substances or wastes, or their constituents, and/or petroleum or petroleum products, introduced or present at the site before or after CMI's completion of the services herein;
- (iv) Any allegation that CMI is a handler, generator, operator, treater or storer, transporter, or disposer of hazardous waste under the Resource Conservation and Recovery Act of 1976, as amended, or any other similar federal, state or local regulation or law. Client's indemnity herein shall extend to CMI's attorney's fees and consultant's fees.

**17. Client Disclosure\*.** Client agrees to advise CMI upon execution of the Agreement of any hazardous substances or any other condition, known or that should be known by Client, existing in, on, or near the site that present a potential danger to human health, the environment, or equipment. Client agrees to provide continuing information as it becomes available to the Client in the future. By virtue of entering this Agreement or of providing services hereunder, CMI does not assume control of or responsibility for the site or the person in charge of the site, or undertake responsibility for reporting to any federal, state or local police agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment.

\*Applies only if toxic or hazardous substances or constituents are involved or encountered.

**18. Site Operation.** Client will arrange for right-of-entry to the property for the purpose of performing studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permits and licenses required for its activities at the site. CMI's field personnel are trained to initiate field testing, drilling and/or sampling within a reasonable distance of each designated location. CMI's field personnel will avoid hazards or utilities which are visible to them at the site. If CMI is advised or given data in writing that reveal the presence or potential presence of underground or overground obstructions, such as utilities, we will give special instructions to our field personnel. CMI is not responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions, owned by Client or third parties. Except as a result of our sole negligence, Client agrees to indemnify us from any such claims, suits or losses, including reasonable attorney's fees, resulting therefrom. CMI will take reasonable precautions to minimize damage to the property caused by our operations. CMI's fee does not include any cost of restoration due to any damage which may result. If Client desires us to repair such damage, we will comply and add the cost to our fee. Field tests or boring locations described in CMI's reports or shown on sketches are based on specific information furnished by others or estimates made in the field by CMI's personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in our proposal or report.

**19. Field Personnel.** The presence of CMI's field personnel, either full-time or part-time, will be for the purpose of providing observation and field testing of specific aspects of the project as authorized by Client. Should a contractor, not retained by CMI, be involved in the project, Client will advise contractor that our services do not include supervision or direction of the actual work of the contractor, his employees or agents. Client will also inform contractor that the presence of our field personnel or observation or testing by us will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. If a contractor (other than a subcontractor of CMI) is involved in the project, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. It is agreed that CMI will not be responsible for job safety of others on the project and that CMI does not have the duty or right to stop the work of the contractor.

**20. Termination.** The Contract shall remain in effect for a period of one year (or for the period stated in the proposal if another period is stated therein) and will commence on the date of Client's execution and return of the Contract to CMI. Client shall be responsible for and shall pay all of CMI's direct out-of-pocket expenses incurred or for which a liability has been created as a result of the Contract so that all obligations of CMI shall be discharged. CMI, upon receipt in full of the sums due to it as aforesaid, shall deliver

to Client all information and materials relating to the work performed under the Contract including, without limitation, all data, reports, laboratory analyses, sample and materials.

**21. Attorney Fees.** If either party brings an Action to enforce its rights under this agreement, the prevailing party may recover its expenses (including reasonable attorneys' fees) incurred in connection with the Action and any appeal from the losing party.

**22. Governing Law.** The Contract shall be construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to the law of conflicts of law of the Commonwealth of Pennsylvania.

**23. Waiver.** The waiver by either party hereto of its rights arising out of, or in connection with a breach, failure or default under this Contract by the other party hereto will not operate or be construed to operate as a waiver of any subsequent breach, failure or default. All waivers under this Contract must be in writing to be effective.

**24. Arbitration.** All claims, disputes and other matters in question between the parties to this Contract, arising out of, or relating to herein or the breach thereof, shall be decided by commercial arbitration in Montgomery County, Pennsylvania, in accordance with the applicable commercial arbitration rules of the American Arbitration Association unless the parties mutually agree otherwise. No arbitration, arising out of, or relating to this Contract, shall include, by consolidation, joinder or in any other manner, any additional party or parties not a part of herein except by written consent containing a specific reference to herein and signed by all parties hereto. Any consent to arbitration involving any additional party or parties shall not constitute consent to arbitration of any disputes not described therein. This agreement to arbitrate and any agreement to arbitrate with any additional party or parties duly consented to by the parties hereto shall be specifically enforceable under the prevailing arbitration law. Three arbitrators should be appointed ("Arbitrators"), one of whom shall be appointed by Client, one by CMI, and the third of whom shall be appointed by the first two Arbitrators. The three Arbitrators shall be recognized experts in the field of governmental regulation, all of whom shall have at least ten (10) years experience. If either party fails to appoint an Arbitrator within ten (10) business days of a request in writing by the other party to do so, or if the first two Arbitrators cannot agree on the appointment of a third Arbitrator within ten (10) business days, then such Arbitrators shall be appointed by the President Judge of the Court of Common Pleas of Montgomery County. As soon as the Panel has been convened, a hearing date shall be set within fifteen (15) days thereafter; provided, that the Arbitrators may extend the date of the hearing upon the request of any party to the extent necessary to insure that such party is given a reasonable time to prepare for the hearing. Written submittals shall be presented and exchanged by both parties five (5) business days before the hearing date. At such time, the parties shall also exchange copies of all documentary evidence upon which they will rely at the arbitration hearing, and a list of witnesses whom they intend to call to testify at the hearing. The Arbitrators shall make their determination as promptly as practical after conclusion of the hearing, and the Arbitrators shall promptly give notice of such determination to the parties. An award of arbitration shall be final and binding.

**25. Limitation of Responsibilities.** CMI, reserves the right, in its discretion, to limit the amount of work, activities, services or training requested by the Client (including, without limitation, site visits, training sessions and meeting with regulatory officials) to such number as CMI determines, in its professional judgment, is necessary for material compliance by the Client with the applicable statute, regulation, requirement or other law. All statements in this proposal that CMI will perform "all" or "unlimited" work, activities, services or training for a project shall mean that CMI, shall perform such work, activities, services or training that it determines, in its professional judgment, is necessary for material compliance by the Client with the applicable statute, regulation, requirement or other law.

**26. Construction.** This agreement is the joint product of CMI and Client, each of which has been represented by competent counsel of their own choosing. The contract shall be construed without the aid of any canon, custom, rule of law requiring construction against the draftsman.

**27. Headings.** The headings of the paragraphs are inserted for convenience of reference only and are not intended to be part of or affect the meaning or interpretation of these terms and conditions.

**28. Default.** Notwithstanding the fact that this Contract is for a fixed period of time, this Contract may be terminated by either party upon notice that a material breach of this Contract has occurred and that such breach has remained incurred for a period of thirty (30) days from the date of written notice thereof; provided, that if such default is subject to cure, the defaulting party shall have thirty (30) days from receipt of the notice to effect such cure. If the cause of the default is Client's failure to make timely payments, CMI may suspend all its services hereunder until such arrearages are paid.

**29. Counterparts.** This Agreement may be executed in one or more counterparts, and by different parties hereto in separate counterparts, which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

**30. Notices.** All notices required or permitted by this Agreement shall be in writing and shall be given by personal delivery; Federal Express, Express Mail, DHL, Airborne Express or United Parcel Delivery Service (next day delivery, which shall be effective upon receipt provided a receipt of service acknowledgment is received from the delivery service); facsimile transmission indicating confirmation of receipt; or by certified or registered mail, return receipt requested, postage prepaid; and shall take effect from time to time of the personal or courier delivery or the second business day following the mailing thereof, or, the day of its receipt (if a business day or the succeeding day), whichever shall first occur as the case may be.

**End of Terms and Conditions**



Book	Policy Manual
Section	800 Operations
Title	Personal Technology Devices
Code	815.1
Status	Active
Adopted	September 3, 2019

## **Purpose**

This policy describes the guidelines and boundaries for personal technology devices that may be brought to the district and used on the school district campus. Using personal devices in the classroom will require both a human element of classroom management by the teacher and a technology element of managed network access via the wireless network.[1]

The district's Technology Department has configured a wireless network for students, employees, and district guests. As a result, the Internet can be accessed by connecting a personal device (notebook, laptop, netbook, tablet, smartphone, Kindle, Nook, iPad, iPod, etc.) to the district's wireless network. Creating this education safe wireless environment for our instructional community requires extensive technical work and is designed to provide protected access to the Internet with non-district owned devices.

This policy shall complement the Acceptable Use Policy that governs the overall use of technology resources, including but not limited to, Internet access, email, and any and all other network resources and is designed to establish a balance between network security and a more open access to the Internet.[2]

Building principals and teachers shall have discretion on how and when students' personal technology devices may be utilized in the classroom based on instructional and curriculum needs or value. Teachers shall have the flexibility to permit students to use personal devices for appropriate instructional activities and projects. Classroom management, therefore, by teachers shall be required to identify when students are allowed to use such devices.

## **Guidelines**

### **Wireless Network Terms and Conditions**

1. Use of the wireless network is provided to employees and students as a service. Students, employees, and guests shall act in a professional and responsible manner in accordance with all relevant employment and network acceptable use policies. Guests must agree to the Acceptable Use policy and to the additional terms listed in this policy.[2]
2. The district makes no warranties of any kind, whether express or implied, for the network or technology services provided. The district is not responsible for any damages incurred, such as but not limited to, loss of data resulting from data delivery delays, missed deliveries, or financial obligations incurred through the use of

Internet websites. Use of any information obtained through the wireless network is at the user's risk. The district claims no responsibility for the accuracy or quality of information obtained through the Internet or other forms of electronic communication.

3. The district shall not be held responsible for any physical damage, loss, or theft of personal devices or for financial or data loss resulting from the aforementioned activities.
4. The wireless network shall provide filtered network connectivity that is consistent with policies in place for district-owned devices.[3]
5. The wireless network is unencrypted, meaning that data is transmitted in the clear between the user's endpoint device and the wireless access point. No user shall have an expectation of privacy between the endpoint device and the wireless access point.
6. In accordance with law, such as but not limited to, the Children's Internet Protection Act (CIPA), the district filters, logs, and continually audits access to the Internet. The district reserves the right to block content in a manner that is consistent with the usage guidelines set forth in the Acceptable Use policy.[2][4]
7. At any time, the district reserves the right to refuse network access to any personally owned device while connected to the wireless network if there is any suspicion that said device is causing a disturbance or otherwise impacting network service.
8. Users of the wireless network may not use or run dedicated, stand-alone equipment or servers that provides network content or any other services to anyone, also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to email, web hosting, file sharing, and proxy services and servers.
9. Student use of personal technology devices in the classroom setting will be at the discretion of the classroom teacher and building principal, and may only be utilized for approved educational purposes during the school day. Students utilizing the wireless network using a personal technology device without authorization or consent as part of an approved classroom learning experience will be held accountable in accordance with the policies and procedures articulated in the student handbook and relevant Board policies and procedures. Approved student usage of personal devices should use the district wireless network at all times as opposed to any cellular service. Once approved for educational purposes, use of the wireless network is permitted and encouraged outside of the school day.
10. The district does not provide technical support for employee, student, or guest personal devices connected to the wireless network, nor is there any guarantee of network performance or reliability.
11. Illegal use of the wireless network, intentional deletion or damage to files or data belonging to others, copyright violations, or theft of service as determined by the district's technology staff may be reported to the appropriate legal authorities for possible prosecution.

#### Consequences of Inappropriate Use

Violation of any of the above terms and conditions or to the provisions in the district's Acceptable Use policy shall result in the suspension or termination of a user's privilege to technology resources, restriction of user's privileges, and/or a withdrawal of privileges to the wireless network.[2]

Employees, students, and guests should understand that if they commit any violation of this policy, their access privileges will be suspended or revoked, disciplinary action will be taken, and/or appropriate legal action may be instituted.

#### Legal

1. Pol. 237
2. Pol. 815
3. Pol. 717.1
4. [47 U.S.C. 254](#)
- [24 P.S. 4601 et seq](#)
- [47 CFR 54.520](#)

Book	Policy Manual
Section	800 Operations
Title	Contracted Services Personnel
Code	818
Status	Active
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### **Purpose**

In its effort to provide cost-effective programs, the Board uses outside independent contractors for a variety of purposes. The district is required to ensure that such contractors comply with certain legal requirements regarding contractor employees involved in the delivery of services to the district. This policy is adopted to outline those requirements and the manner in which the district shall direct and monitor contractor compliance.

### **Definitions**

For purposes of this policy, **contractor employee** shall include an individual who:

1. Is employed or offered employment by an independent contractor or a subcontractor of an independent contractor, or is an individual independent contractor; and
2. Has or will have direct contact with children.

**Direct Contact with Children** - the possibility of care, supervision, guidance or control of children or routine interaction with children.[\[1\]](#)

For purposes of this policy, **independent contractor** shall mean an individual or entity that contracts with the district to provide services.

### **Authority**

The district is required by law to ensure that independent contractors and contractor employees comply with the mandatory background check requirements for criminal history and child abuse certifications, the employment history review requirement, and the arrest and conviction reporting requirements.[\[2\]](#)[\[3\]](#)[\[4\]](#)

### **Guidelines**

Prior to using contracted services, a written contractual agreement shall be entered into between the district and the independent contractor and maintained centrally by the district in a manner similar to that for other contracts. Requests for proposals, bid specifications for proposals and resulting contracts shall specify the following:

1. Mandatory requirements for criminal history background checks, child abuse certifications, employment history reviews, and arrest and conviction reporting for contracted services involving direct contact with children, as mandated by law and

set forth in this policy.[\[5\]](#)

2. A requirement that all contracted transportation providers provide a program of drug and alcohol testing for covered drivers. A covered driver shall include any contractor employee who drives, operates or is in the actual physical control or movement of a school bus or a commercial vehicle owned, leased or operated by the independent contractor in connection with school district services.[\[6\]](#)[\[7\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)
3. That failure to comply with this policy and the requirements for criminal history background checks and child abuse certifications, employment history reviews, and required reporting of employee arrests, convictions or other misconduct by an independent contractor or contractor employee shall be grounds for termination of the contract.

The Superintendent or designee shall review all information provided pursuant to this policy and determine if information is disclosed that precludes employment or continued service of an independent contractor or contractor employee.[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[11\]](#)

Information submitted by an independent contractor or contractor employee in accordance with this policy shall be maintained centrally in a manner similar to that for school employees.

### Pre-Employment Requirements

#### *Employment History Review -*

Independent contractors shall conduct an employment history review, in compliance with state law, prior to assignment of a contractor employee to perform work for the district in a position or assignment involving direct contact with children. The independent contractor may use the information for the purpose of evaluating an applicant's fitness to be hired or for continued employment of a current contractor employee and may report the information as permitted by law.[\[4\]](#)

Independent contractors shall inform the district, in writing, upon receipt of an affirmative response to any of the abuse and sexual misconduct background questions for a contractor employee. If the district objects to the assignment, the independent contractor may not assign the contractor employee to the district.[\[4\]](#)

Independent contractors shall, upon request, provide the district to which a contractor employee is assigned access to the employee's employment history review records.

#### *Criminal History -*

Prior to assignment of contractor employees to perform work for the district in a position or assignment involving direct contact with children, contractor employees shall submit an official child abuse clearance statement and state and federal criminal history background checks (certifications) as required by law.[\[2\]](#)[\[3\]](#)

Contractor employees shall report, on the designated form, all arrests and convictions as specified on the form. Contractor employees shall likewise report arrests and/or convictions that occur subsequent to initially submitting the form. Failure to accurately report such arrests and convictions may subject the individual to denial of employment/contract, termination if already hired/contracted, and/or criminal prosecution.[\[3\]](#)

### *Tuberculosis Test -*

Contractor employees providing services for students shall undergo a test for tuberculosis in accordance with the regulations and guidance of the Pennsylvania Department of Health.[\[12\]](#)[\[13\]](#)

### Arrest and Conviction Reporting Requirements

All independent contractors shall adopt policies and procedures that require their employees, who are providing services to the district and who have direct contact with children, to notify the independent contractor, in writing, within seventy-two (72) hours of the occurrence, of an arrest or conviction required to be reported by law. Contractor employees shall also be required to report to the independent contractor, within seventy-two (72) hours of notification, that the employee has been named as a perpetrator in a founded or indicated report pursuant to the Child Protective Services Law. The policies and procedures shall also include the provision that the failure on the part of contractor employees to make such a timely notification shall subject them to disciplinary action, including termination.[\[3\]](#)[\[11\]](#)

If the independent contractor receives notice of such arrest or conviction or that the contractor employee has been named as a perpetrator in a founded or indicated report, from either the contractor employee or a third party, the independent contractor shall immediately report, in writing, that information to the Superintendent or designee.

The independent contractor shall immediately require a contractor employee to submit new certifications when there is a reasonable belief that the employee was arrested for or has been convicted of an offense required to be reported by law, was named as a perpetrator in a founded or indicated report, or has provided written notice of such occurrence.[\[3\]](#)[\[11\]](#)

Contractor employees who provide transportation services shall immediately notify the independent contractor and the district's transportation supervisor of any traffic citations or the suspension, revocation or cancellation of operating privileges.[\[14\]](#)

### Educator Misconduct

If the Superintendent reasonably suspects that conduct being reported involves an incident required to be reported under the Educator Discipline Act, the Superintendent or designee shall notify the Pennsylvania Department of Education, in accordance with applicable law, regulations and Board policy 317.1.[\[15\]](#)[\[16\]](#)

### Training

Independent contractors shall provide their employees who have direct contact with children with mandatory training on child abuse recognition and reporting. The training shall include, but not be limited to, the following topics:[\[1\]](#)

1. Recognition of the signs of abuse and sexual misconduct and reporting requirements for suspected abuse and sexual misconduct.
2. Provisions of the Educator Discipline Act, including mandatory reporting requirements.[\[17\]](#)

3. District policy related to reporting of suspected abuse and sexual misconduct.[18]
4. Maintenance of professional and appropriate relationships with students.[19]

Employees of independent contractors who have direct contact with children are required to complete a minimum of three (3) hours of training every five (5) years.[\[1\]](#)

Contractor employees shall attend orientation and training sessions, as appropriate to the nature of their service. When training is provided for school employees relating to the legal obligations of employers and educational institutions, consideration shall be given to which contractor employees should also receive that training.

#### Child Abuse Reporting

All contractor employees who have reasonable cause to suspect that a child is the victim of child abuse shall make a report of suspected child abuse in accordance with applicable law, Board policy and administrative regulations.[18][\[20\]](#)

#### Confidentiality

No contractor employee shall be permitted access to confidential student information unless the district has determined that such access is necessary for the contractor employee to fulfill his/her responsibilities. Contractor employees with access to confidential student information shall maintain the confidentiality of that information in accordance with Board policies and procedures and applicable law. If a contractor employee has questions about the confidentiality of student information, the contractor employee should consult with the building principal.[21][\[22\]](#)

#### Legal

1. [24 P.S. 1205.6](#)
2. [23 Pa. C.S.A. 6344](#)
3. [24 P.S. 111](#)
4. [24 P.S. 111.1](#)
5. [55 PA Code 3490.132](#)
6. [49 CFR Part 382](#)
7. [67 PA Code 71.3](#)
8. [75 Pa. C.S.A. 1612](#)
9. [75 Pa. C.S.A. 3802](#)
10. Pol. 810.1
11. [23 Pa. C.S.A. 6344.3](#)
12. [24 P.S. 1418](#)
13. [28 PA Code 23.44](#)
14. [75 Pa. C.S.A. 1606](#)
15. [24 P.S. 2070.9a](#)
16. Pol. 317.1
17. [24 P.S. 2070.1a et seq](#)
18. Pol. 806
19. Pol. 824
20. [23 Pa. C.S.A. 6311](#)
21. Pol. 113.4
22. Pol. 216
- 24 [P.S. 1362](#)

[22 PA Code 8.1 et seq](#)

[23 Pa. C.S.A. 6301 et seq](#)

[75 Pa. C.S.A. 1601 et seq](#)

Pol. 610

Pol. 810