

BOARD WORKSHOP

Virtual Meeting

October 22, 2020 – 7:00 p.m.

AGENDA

I. CALL TO ORDER

- a. Pledge of Allegiance
- b. Roll Call

II. APPROVAL OF MINUTES

- a. Motion to approve the September 24, 2020 Board Workshop Minutes (Attachment A)

III. PRESENTATIONS

- a. Introduction & Oath of Office of Student Board Representatives for 2020-2021 school year
- b. School Reopening Plans and Recommendations - presented by UPSD Administration

IV. PUBLIC COMMENTS ON AGENDA ITEMS

V. PERSONNEL

a. RESIGNATIONS

- i. **Tina Coletta Quinn**, Second Grade Teacher, Marlborough Elementary School resigned her position with the District effective December 9, 2020.

b. APPOINTMENTS

i. SUPPORT STAFF

- 1. **Stephanie Cooper**, full time Custodian for the District, to be hired effective November 2, 2020, subject to employment history review and satisfactory completion of required clearances and background checks at \$12.50/hour for the 2020-2021 school year.
- 2. **Taylor Catarious**, current district employee appointed to the position of High School Administrative Assistant at the rate of \$13.53/ hour for the 2020-2021 school year.

ii. SUPPLEMENTAL POSITIONS for the 2020-2021 school year

AREA	POSITION	NAME	SCHEDULE	SALARY
Middle School	Reading Olympics	Mary Wietecha	A	\$1469.00

c. LEAVES OF ABSENCE

- i. **Susan Coffey**, approve Family and Medical Leave, beginning on January 13, 2021 and continuing to approximately March 10, 2021.
- ii. **Beth Avanzato**, approve request for an unpaid extension to Family and Medical Leave through January 20, 2021.

VI. ACTION ITEMS

- a. Motion to appoint Ethan Wambold (Gr. 12) and Enoc Padilla (Gr. 11) as Student Representatives to the Board of School Directors, each for a term of one school year.
- b. Motion to ratify the sub-grant agreement for Montgomery County CARES Act Funding by and between the Montgomery County Intermediate Unit (MCIU) and the Upper Perkiomen School District in the amount of \$394,625.98 for the project period March 1, 2020 through December 30, 2020.
- c. Motion to approve the agreement with Lakeside for the provision of three in-school counselors to be funded using the Ready to Learn Grant for the 2020-2021 school year (Attachment B)
- d. Motion to approve the Hewlett-Packard Financial Services Company agreement to purchase a portion of the equipment leased to the Upper Perkiomen School District. (Attachment C)
- e. Motion to approve an architectural services proposal in the amount of \$11,750 with Muhlenberg Greene Architects of Wyomissing, PA to conduct a feasibility study for possible renovations to the kindergarten wing of Hereford Elementary School. Muhlenberg Greene Architects will investigate three possible renovation scenarios and provide preliminary cost estimates. (Attachment D)
- f. Motion to approve the recommendation to transition to a K-12 Hybrid Instructional Model beginning November 30, 2020.

VII. COMMITTEE REPORTS

- a. Special Education & Pupil Services Committee – Judy Maginnis
- b. Curriculum & Instruction Committee – Dr. Kerry Drake
- c. Extracurricular Committee – Peg Pennepacker
- d. Facilities Committee – Melanie Cunningham
- e. Finance Committee – Melanie Cunningham
- f. Policy Committee – Raeann Hofkin
- g. Communication Committee – Mike Elliott
- h. Western Montgomery Career & Technology Center – Stephen Cunningham
- i. Montgomery County Intermediate Unit – Judy Maginnis
- j. Legislative Liaison Report – Peg Pennepacker

- k. Upper Perkiomen Education Foundation – Mike Elliott
- l. Regional Planning Commission Representative – Dana Hipszer

VIII. PUBLIC COMMENTS

IX. ADJOURNMENT

UPPER PERKIOMEN SCHOOL DISTRICT
2229 East Buck Road
Pennsburg PA 18073

BOARD WORKSHOP
September 24, 2020

CALL TO ORDER

The Board Workshop of the Board of School Directors of the Upper Perkiomen School District was called to order by President Kerry Drake, at 7:00 p.m. as a virtual meeting.

The following Board members attended: Dr. Kerry A. Drake, Mike W. Elliott, Melanie R. Cunningham, Stephen L. Cunningham, Dana E. Hipszer, Raeann Hofkin, Judy Maginnis, Keith McCarrick, and Peg Pennepacker. Administration in attendance were: Allyn Roche, EdD., Andrea Farina, EdD., Sandra Kassel and Georgiann Fisher. Others in attendance were: Kyle Somers, Kim Bast, Allison Terrio, Lindsey Borgese, and Jenna Klenieski.

APPROVAL OF MINUTES

Motion by Stephen L. Cunningham, seconded by Keith McCarrick, to approve the **August 27, 2020, Board Workshop Minutes** (Attachment A). Motion carried; all voted aye.

PRESENTATIONS

a. Update on Considerations for Returning to In-Person Instruction by Dr. Roche and Dr. Farina

Dr. Roche and Dr. Farina presented on various metrics that will be monitored, and other considerations that will help inform and guide the recommendation to the School Board about the instructional model for our students moving forward.

The Board members had several questions and a discussion was held.

SOLICITOR'S REPORT

Dr. Drake welcomed Mr. Somers back after an extended leave. Mr. Somers announced that a virtual Executive Session was held prior to the evening's meeting for the purpose of discussing a matter regarding real estate, a matter of personnel regarding a professional employee and to receive information but not deliberate on one additional item.

PERSONNEL

Motion by Stephen Cunningham, seconded by Melanie Cunningham, to approve the **Personnel Report as presented:**

a. APPOINTMENTS

i. SUPPLEMENTAL POSITIONS

1. COACHES for Unified Sports for 2019-2020 school year:

Bamford, Jen	\$250.00
Thrush, Shane	\$500.00
Willett, Christina	\$250.00

2. SUPPLEMENTAL POSITIONS for the 2020-2021 school year:

	POSITION	NAME	SCHEDULE	SALARY
Middle School	Newspaper	Pamela McGovern	A	\$1678.00
Middle School	Drama Director	Pamela McGovern	A	\$2321.00
Middle School	Asst. Drama Director	Robin Holman	A	\$1200.00
Middle School	Asst. Drama Director	Mary Wietecha	A	\$1200.00

b. **LEAVE OF ABSENCE**

- i. **Kelly Urban**, approved **Maternity Leave** expected to commence on or about November 17, 2020 and continue for 6- 8 weeks, **Family and Medical Leave** to continue until February 9, 2021.

c. **OTHER**

- i. Grant **Tenure Status** to the following Temporary Professional Employees, effective for the 2020-2021 school year:
 1. Paige Pyatt

Motion carried; all voted aye.

ACTION ITEMS

- a. Motion by Stephen L. Cunningham, seconded by Mike Elliott, to approve **the attached list of drivers employed by our transportation contractor, Coventry Transportation**, for our buses and vans. (Attachment B). Motion carried; all voted aye.
- b. Motion by Melanie Cunningham, seconded by Stephen Cunningham, to approve **an amendment to the transportation contract with Coventry Transportation regarding the installation of new hardware and software** for the Safe Transport software. (Attachment C). Motion carried; all vote aye.

Motion by Stephen Cunningham, seconded by Judy Maginnis, to approve **Action Items c and d:**

- c. Motion to approve the **agreement with HelloSign for one year, beginning September 28, 2020, in the amount of \$7,920.00**. HelloSign will provide the service of electronic signatures for Pupil Service and Special Education documents.
- d. Motion to approve the **License Fee Plan with NFHS School Broadcast program d/b/a PlayOn! Sports in the amount of \$3,000 which would provide consumer access** to regular season sports content and non-sports events (Live and On-Demand) free to watch.

Motion carried; all voted aye.

COMMITTEE REPORTS

Dr. Drake announced that the committee meetings are again underway, and that at the October workshop meeting each committee will give an update.

- a. **Special Education & Pupil Services Committee** – Judy Maginnis
Mrs. Maginnis reported that the first meeting is scheduled for September 28, 2020
- b. **Curriculum & Instruction Committee** – Dr. Kerry Drake
Dr. Drake reported that the first meeting is scheduled for September 28, 2020 with several items on the agenda. He said the first topic will be on the virtual instruction and if it's working or if there any areas that need attention.

c. **Extracurricular Committee** – Peg Pennepacker

Ms. Pennepacker reported that the first official meeting was held on September 17th and the mission statement for the committee was acknowledged and approved. She said that each committee member will serve as a liaison for each of the five schools. There was a discussion about the sports, band choir fundraising scholarship and Mrs. Kassel shared the history and current balance. The next meeting is scheduled for October 15, 2020.

d. **Facilities Committee** – Melanie Cunningham

Mrs. Cunningham reported that a meeting was held September 17th. She said there was a discussion about many topics, including the middle school project being just about completed, the secure entrances at Marlborough and the high school, awaiting the conclusion of the ESCO (Energy Savings) contracts and updating the high school library. Mrs. Cunningham said they also talked about trees at Marlborough, the high school and the 4th & 5th Gr. Center that need to be taken down, Marlborough's playground and the signage for the stadium. She said the 4th & 5th Gr. Center drop off is still being discussed and the possibility of placing a fence around the playground at the 4th & 5th Gr. Center. The next meeting is scheduled for October 15, 2020.

e. **Finance Committee** – Melanie Cunningham

Mrs. Cunningham reported that there were discussions on changes in accounting for scholarship and activities funds, the transportation contract ending in 2021 and putting out an RFP soon, COVID-19 Grants and where some of that was spent and the Wood property in Red Hill. The next meeting is scheduled for October 19.

f. **Policy Committee** – Raeann Hofkin

Mrs. Hofkin said the committee is reviewing every policy and are up to the 200's. Mrs. Hofkin and Dr. Farina asked the board to review the 200's because they are pupil related and have an impact on the operation of the school buildings. The next meeting is scheduled for October 19, 2020.

g. **Board Communication Line/Communication Committee** – Mike Elliott

Mr. Elliott had no news to report.

h. **Western Montgomery Career & Technology Center** – Stephen Cunningham

i. **Montgomery County Intermediate Unit** – Judy Maginnis

Mrs. Maginnis reported that this was Dr. George's last meeting at the MCIU, he is moving on to work at the state level. It was announced that the renovations at the 1605 W. Main building should be complete in one month. The EI classrooms will be open next week as well as the space for the mental health program. There is no meeting in October, the next meeting is scheduled for November 18, 2020.

j. **Legislative Liaison Report** – Peg Pennepacker

Ms. Pennepacker reported that PSBA sent out a Closer Look publication to the public schools on protection from opportunistic lawsuits that seek to take advantage of the COVID-19 emergency. She said that Senate Bill 1216 was amended on the House floor, the House of Representatives passed House Bill 2100 which designates September 11th as Remembrance Day in Pennsylvania and veteran recognition. Ms. Pennepacker talked about the House of Representatives veto of House Bill 2787 and gave an update on that topic.

- k. **Upper Perkiomen Education Foundation** – Mike Elliott
Mr. Elliott announced that the Education Foundation has a new website, it is www.upperperkfoundation.org.
- l. **Regional Planning Commission Representative** – Dana Hipszer
Mr. Hipszer said the Regional Planning Commission discussed plans to update the Comprehensive Plan, the plan is in place for ten years and is due at this time.
The next meeting of the Planning Commission is October 21, 2020.

PUBLIC COMMENTS

Lindsey Borgese, Upper Hanover Township, thanked teachers and administrators for all their hard work. She said that parents of elementary aged students are dreading and asked to please consider sending elementary students back to school.

Dr. Jenna Klenieski, Marlborough Township, asked how the state came up with their statistics and feels the county has reached a baseline. She asked at what point the district will determine the numbers are going down and return to in-person learning.

Allison Terrio, Pennsburg, has children in UPOLA and asked if that will be staying the same, she is very happy with the program and schedule. Mrs. Terrio asked Mrs. Cunningham about the Marlborough playground, she is the PTFS Treasurer and said there are funds available to help with the playground.

Dr. Drake talked about the Board receiving emails with questions and comments about the school programs, he said that every effort is made to try and help and respond, but that often the emails are forwarded to administration who may be able to answer more sufficiently.

Mr. Cunningham gave the Western Center Committee Report, he said the program is going well, some students are at home but do come in on Wednesdays for hands-on learning.

Mr. Elliott welcomed Mr. Somers back.

ADJOURNMENT

Motion by Stephen Cunningham, seconded by Melanie Cunningham, to **adjourn the meeting at 8:43 pm**. Motion carried; all voted aye.

Sandra M. Kassel, Board Secretary

AGREEMENT

AND NOW, Agreement is made on the date set forth below by and between UPPER PERKIOMEN SCHOOL DISTRICT, with administrative offices located at 2229 East Buck Road, Suite 2, Pennsburg, PA 18073, (hereinafter “the School District”) and LAKESIDE YOUTH SERVICE, with administrative offices located at 1350 Welsh Road, Suite 400, North Wales, PA 19454, (hereinafter “Lakeside”), a 501(c)(3) non-profit organization whose nature of business is alternative education for at-risk youth and families as follows:

Recitals

WHEREAS, the School District has certain responsibilities with respect to resident students and certain students placed in facilities by the School District; and

WHEREAS, Lakeside is a corporation established for the purpose of providing services for children; and

WHEREAS, Lakeside, subject to the terms and conditions of this Agreement, shall be providing certain educational services that shall, subject to the terms and conditions of this Agreement, be reimbursed by the School District;

NOW, THEREFORE, in consideration of the foregoing premises, and intending to be legally bound hereby, the parties agree as follows:

1.0 Lakeside’s Responsibilities

1.01. Reservation of Slots.

- (A) Lakeside shall reserve zero (0) general education and zero (0) special education slots for students referred by the School District to a school program of Lakeside, i.e. Lakeside School, Lakeside Girls Academy, Souderton Vantage Academy (not including the Elementary Program) and/or Upper Merion Vantage Academy (not including the E-Learning Program), for the 2020-2021 school year as delineated on the official 2020-2021 school calendar and daily schedule of the program of Lakeside to which students are referred.
- (B) In the event that additional general and/or special education slots are available in a school program of Lakeside, i.e. Lakeside School, Lakeside Girls Academy, Souderton Vantage Academy (not including the Elementary Program) and/or Upper Merion Vantage Academy (not including the E-Learning Program), after the execution of this Agreement, those slots shall be available to all participating school districts on a “first come, first served” basis.
- (C) Education slots are contracted solely between the parties and are not transferable to any other entity.
- (D) For purposes of definition, an “education slot” shall be equal to one hundred eighty (180) days of educational services. There shall be no accrual of educational days if the total number of educational slots purchased is not utilized during any period within the school year.

- 1.02. **Per Diem Placements.** In the event that additional general and/or special education openings are available throughout the school year in a program of Lakeside, i.e. Lakeside School, Lakeside Girls Academy, Souderton Vantage Academy including its Elementary Program and/or Upper Merion Vantage Academy including its E-Learning Program, those openings shall be available to all participating school districts on a “first come, first served” basis. The cost for placements in such openings shall be based on a per diem amount.

- 1.03. **Provision of Educational Services.** Lakeside shall admit students referred by the School District in consideration of the students' needs and the ability of Lakeside to meet those identified needs as assessed during the referral and enrollment process. Lakeside shall provide at its sole cost and expense and through its own employees and/or contractors, all of the educational services required for each student covered by this Agreement. Should a student require auxiliary or related services not customarily provided by Lakeside, such as, but not limited to, Speech, Language, and /or Occupational Therapy, Reading Specialist or specialized reading program, or English to Speakers of Other Languages, the School District shall choose to provide or fund those services separately or affect a change of placement for the student. If at any time a student chooses not to pursue the goals and objectives set by the School District and Lakeside, Lakeside reserves the right to utilize its behavior management system in order to further engage the student in the program. If it is clearly documented that the student continues to not make progress, Lakeside shall have the right to suspend, expel or remand the student back to the School District. If the student is not removed from Lakeside by action of the School District within three (3) school days after notification, Lakeside shall have the right to charge and collect from the School District an amount calculated at twice the applicable rate for said student until the student is removed from Lakeside's program. Such action shall only be taken after thorough consultation with and notification of the appropriate liaison of the School District.
- 1.04. **Provision of In-School Counseling Services.** Lakeside shall provide the School District with the counseling services of three (3) full-time Lakeside In-School Counselors for the 2020-2021 school year.
- 1.05. **Provision of Mobile Support Services.** Lakeside shall provide the School District with placement openings in Lakeside's Mobile Support Program on an as needed basis. The cost for placements in such openings shall be based on a monthly or hourly amount as agreed upon by the School District and Lakeside.
- 1.06. **Standards for Lakeside's Performance.**
- (A) **Professional and Skilled Services by Lakeside.** Lakeside shall provide all of the services subject to this Agreement in a professional and competent manner and in compliance with the Public School Code, the regulations of the State Board of Education, the standards of the Secretary of Education, the Individuals with Disabilities Education Act and the regulations promulgated pursuant to the Individuals with Disabilities Education Act as well as any other applicable laws and regulations, by and through an adequate number of employees or contractors who are properly trained, qualified and competent to provide the services required and to insure a safe educational environment free from abuse, harassment, intimidation or other unlawful or improper conduct.
- (B) **Clearances and Background Checks.** Lakeside certifies that every employee, agent and independent contractor that shall perform services for the School District under this Agreement has current Pennsylvania state and federal criminal history reports. Upon request by the School District, Lakeside shall provide criminal history reports to the School District and the School District may retain a copy of the reports pursuant to the Pennsylvania School Code, 24 P.S. §1-111. Such criminal history reports shall be no older than sixty (60) months old at any time during the term of this Agreement.
- Lakeside certifies that every employee, agent and independent contractor that shall perform services for the School District under this Agreement has a current official child abuse clearance from the Pennsylvania Department of Public Welfare pursuant to the Child Protective Services Act, 23 Pa. C.S. §6355. Upon request by the School District, Lakeside shall provide copies of the original clearances to the School District and the School District may retain a copy of the clearances pursuant to applicable law. Such clearances shall be no older than sixty (60) months old at any time during the term of this Agreement.

As a provider of contracted services, upon request of the School District, Lakeside shall provide the School District with copies of fully completed PDE-6004 disclosure forms for every employee or contractor who performs work for the School District pursuant to this Agreement. Additionally, Lakeside shall notify the School District any time that any of its employees, agents or independent contractors who are performing work on behalf of the School District are either arrested or charged with a criminal offense. Such notice shall be provided in writing on form PDE-6004 and within seventy-two (72) hours of the arrest or conviction.

As a provider of contracted services, Lakeside certifies that prior to providing services to students under this Agreement, Lakeside has performed the employment history review required by Act 168 of 2014 and shall provide the School District with access to such records upon request. If any affirmative response is provided to the abuse and sexual misconduct background questions, Lakeside shall notify the School District in writing in advance of that individual's assignment to the School District and if the School District objects to the assignment, then Lakeside may not assign the employee to the school entity.

- (C) **Adoption and Enforcement of Policies.** Lakeside shall adopt and/or maintain and enforce policies and practices to prohibit improper and unlawful conduct by its employees, contractors and volunteers, including unlawful discrimination, harassment and intimidation.
 - (D) **Staffing.** Lakeside shall hire and retain staff of good moral character as can be determined by the interview and reference process. All staff shall be a minimum of eighteen years of age. Each staff member shall provide, by his/her date of hire, a physician's certificate indicating that he/she has no communicable diseases and he/she has been tested for tuberculosis. All staff must be either citizens of the United States or hold a visa authorizing them to reside and seek employment in the United States.
 - (E) **Training.** Lakeside shall ensure that all employees, agents and representatives performing services under this Agreement are provided with adequate training, including, but not limited to, mandatory child abuse recognition training in compliance with Pennsylvania Law – Act 126 and Act 31. With respect to employees who shall be providing education services to students under this Agreement, Lakeside shall properly train its employees, contractors and volunteers with respect to the requirements that they not engage in improper or unlawful conduct.
- 1.07. **Special Education and Related Services.** With respect to students who have been identified as exceptional, Lakeside shall ensure that the special education and related services that are provided by Lakeside are provided in accordance with the individualized education program, if any, or in accordance with the “stay put” requirements of law, as applicable.
- 1.08. **Cooperation with the School District.** Lakeside shall fully cooperate with any and all evaluations and investigations requested by the School District with respect to any student enrolled in a program of Lakeside who is receiving services under this Agreement. Lakeside shall require its staff to cooperate with the School District in such activities as evaluations, investigations, delivery of services, conferences and the like. This provision shall not be construed to require Lakeside to disclose any information that is confidential under law; provided, however, that “student records” as defined in the Family Educational Rights and Privacy Act (hereinafter “FERPA”) shall be disclosed by Lakeside to the School District.
- 1.09. **Accurate Accounting.** Lakeside shall be responsible for accurate accounting with respect to each student served and shall provide accurate invoices identifying the name of each student served, the student's date of birth and home address.

- 1.10. **Licenses and Certifications.** Lakeside shall obtain and maintain all necessary approvals, licenses and/or certifications that may be required by governmental or certifying agencies, whether federal, state or local, to enable Lakeside to perform the services required under this Agreement. Lakeside shall notify the School District immediately in the event that such licenses, approvals and/or certificates are not obtained or maintained, have lapsed, been suspended or revoked. In addition, Lakeside shall promptly notify the School District in the event that any governmental or certifying agency initiates any action that may have any effect on any of the approvals, licenses and/or certifications.
- 1.11. **Confidentiality.** Lakeside shall maintain confidentiality of student records as defined in and in accordance with FERPA, the regulations promulgated under FERPA, and the regulations of the State Board of Education. Lakeside shall maintain proper policies pertaining to confidentiality of student records. Lakeside shall properly train its employees, contractors and volunteers with respect to confidentiality requirements and compliance with said policies.
- 1.12. **Transportation.** The School District shall provide transportation services for students it places in a program of Lakeside. If the School District requests Lakeside to provide transportation services, Lakeside shall supervise and be responsible for all aspects of transportation, including insurance, when students who are in the care, custody or control of Lakeside are transported by Lakeside.
- 1.13. **Facilities.** Lakeside shall provide facilities that have been approved by the Pennsylvania Department of Labor and Industry and are in compliance with municipal fire, safety and panic requirements.
- 1.14. **Environmental Health and Safety.** Lakeside shall provide facilities that meet state and local statutes regarding environmental health, physical welfare and safety of students in attendance.
- 1.15. **School Food Service.** In each of Lakeside's school programs, i.e. Lakeside School, Lakeside Girls Academy, Souderton Vantage Academy and Upper Merion Vantage Academy, Lakeside shall provide or host a food service program that is in compliance with the Pennsylvania Department of Education, Pennsylvania Department of Agriculture and Montgomery County Department of Health.
- 1.16. **Student Attendance.** Lakeside shall submit monthly attendance reports to the School District pertaining to each student. Lakeside shall comply with the provisions of Chapter 11 of the Pennsylvania Board of Education's regulations as to student attendance.
- 1.17. **Student Records.** Lakeside shall collect and maintain in an appropriate file system, complete, accurate and detailed records pertaining to each student.
- 1.18. **Requirements Under Safe Schools.** Lakeside shall comply with the provisions of Article XIII A of the School Code and shall maintain a written policy with regard to its compliance. Reports shall be maintained in a central incident report file as well as in individual students' files. Additionally, Lakeside shall maintain a current Child Abuse History Clearance as provided by the Pennsylvania Department of Public Welfare and shall provide a satisfactory criminal history background check to the School District for each individual engaged by Lakeside to provide services who shall come in direct contact with children.
- 1.19. **Health Services.** Lakeside shall provide or work cooperatively with its host school districts to provide health services as prescribed under Article 14 of the School Code. At Lakeside School and Lakeside Girls Academy, this shall be done by providing a registered nurse on staff when school is in session.
- 1.20. **Academic Standards.** Lakeside shall maintain compliance with the academic standards prescribed under Chapter 4 of the regulations of the State Board of Education.

- 1.21. **Insurance.** Lakeside shall insure its officials, staff, volunteers, vehicles, and property in scope and amount satisfactory to the School District's insurance broker. Lakeside shall provide all legally required insurances, such as, by way of example and not limitation, workers' compensation. Copies of all required insurance policies shall be provided to the School District and Lakeside shall promptly advise the School District of any changes, cancellations or non-renewals of any required insurance.
- 1.22. **Notification of Governmental Inquiries of Investigations.** With respect to any student receiving services from Lakeside under this Agreement, Lakeside shall:
- (A) Promptly advise the School District in the event that any governmental or certifying agency conducts any investigation of any nature into the operations of Lakeside; and
 - (B) Advise the School District of the nature of the allegations of the complaint or investigation. This provision shall not be construed to require Lakeside to disclose any information that it is prohibited from disclosing under any confidentiality law.
- 1.23. **Transition of a Student to a Less Restrictive Educational Environment.** When, in the judgment of Lakeside and the School District, a student appears ready to transition to a placement less restrictive than the placement in a program of Lakeside, the criteria shall be reviewed in each such case. The School District and Lakeside agree that decisions regarding the educational program for each exceptional student shall be made in accordance with applicable law. Any dispute that may arise concerning an individual student's educational program shall be subject to resolution through special education due process procedures in accordance with state and federal law. Lakeside represents that it is familiar with those laws, including the stay put provisions of the law, and agrees that it shall comply with the stay put or pendent placement requirements of state and federal law.
- 1.24. **Nondiscrimination.** Lakeside shall abide by all federal and state laws prohibiting discrimination in admissions, employment, and operation on the basis of disability, race, creed, gender, national origin, religion, ancestry or need for special education services, subject to Lakeside's right to receive waivers from the same or Lakeside's rights of noncompliance as set forth in applicable legal standards.

2.0 School District's Responsibilities

- 2.01. **Identification of Referred Students.** The School District shall establish and maintain identification policies for referred students that comply with informal hearing procedures set forth in 22 Pennsylvania Code 12.8 (c). The School District herewith assures Lakeside that notice of such hearings shall precede placement of the identified students in Lakeside's program.
- 2.02. **Fees.**
- (A) **Educational Services (Slots).** Subject to the terms, conditions and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside a fee for each education slot covered by this Agreement in the amount of thirty-one thousand, seven hundred thirty-five and 00/100 dollars (\$31,735.00) for each general education slot, and thirty-seven thousand, two hundred sixty-five and 40/100 dollars (\$37,265.40) for each special education slot. Such educational service charges shall be invoiced separately and shall be paid by the School District as set forth below.
 - (B) **Educational Services (Per Diem Placements).** Subject to the terms, conditions and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside a fee for each per diem placement covered by this Agreement in the amount of two hundred seventy-one and 50/100 dollars (\$271.50) for each general education placement, three hundred seventeen 65/100 dollars (\$317.65) for each special education placement and three hundred sixty-three and 85/100 dollars (\$363.85) for each Souderton Vantage Academy Elementary Program placement. Such educational service charges shall be invoiced separately and shall be paid by the School District as set forth below.

- (C) **Educational Services (Act 316).** Pursuant to Act 316 of 1982 and subject to the terms, conditions, and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside a per diem fee of two hundred twenty-five and 00/100 dollars (\$225.00) for each student placed in a school program of Lakeside, i.e. Lakeside School, Lakeside Girls Academy, Souderton Vantage Academy and/or Upper Merion Vantage Academy, by court order of a county's Juvenile Court. Such educational service charges shall be invoiced separately and shall be paid by the School District as set forth below.
- (D) **Supplemental Support Services.** Subject to the terms, conditions and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside a per diem fee of fifty-one and 50/100 dollars (\$51.50) for each student receiving supplemental support services at Lakeside School. Supplemental support services are defined as a student's placement in a learning support or emotional support class as agreed upon by the School District and Lakeside. Such supplemental support service charges shall be invoiced separately and shall be paid by the School District as set forth below.
- (E) **In-School Counseling Services.** Subject to the terms, conditions and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside an annual fee for the services provided by a Lakeside In-School Counselor(s) covered by this Agreement in the amount of two hundred twenty thousand, eight hundred and 00/100 dollars (\$220,800.00). Such charges for In-School Counseling Services shall be invoiced separately and shall be paid by the School District as set forth below.
- (F) **Mobile Support Services.** Subject to the terms, conditions and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside a fee for each placement covered by this Agreement in the amount of two thousand, one hundred seventy-three and 30/100 dollars (\$2,173.30) for Stage 1 (Daily Services), one thousand, seven hundred ninety-seven and 35/100 dollars (\$1,797.35) for Stage 2 (Biweekly Services), one thousand fifty-five and 75/100 dollars (\$1,055.75) for Stage 3 (Weekly Services), six hundred thirty-three and 45/100 dollars (\$633.45) for Stage 4 (Monthly Services) or one hundred eighteen and 95/100 dollars (\$118.95) for each hour of service provided. Such Mobile Support Service charges shall be invoiced separately and shall be paid by the School District as set forth below.
- (G) **Transportation Services.** The School District shall provide transportation services for students it places in a program of Lakeside. If the School District requests Lakeside to provide transportation services, the School District shall pay transportation charges of one hundred twelve and 00/100 dollars (\$112.00) per day per student with respect to all students transported by Lakeside. Such transportation service charges shall be invoiced separately and shall be paid by the School District as set forth below. Additionally, a fuel surcharge shall be added based on the average cost of fuel per gallon as reported by AAA on the first day of each month. The surcharge shall be two percent (2%) of the total monthly invoice for each zero and 50/100 dollar (\$0.50) per gallon increase in the cost of fuel over four and 00/100 dollars (\$4.00).

For Example:

- At \$4.01 - \$4.50 per gallon, 2% of the total monthly transportation invoice
- At \$4.51 - \$5.00 per gallon, 4% of the total monthly transportation invoice
- At \$5.01 - \$5.50 per gallon, 6% of the total monthly transportation invoice

- (H) **Total Cost.** The total cost for services covered by this Agreement, i.e. Educational Services (Slots) – paragraph 2.02 (A), In-School Counseling Services – paragraph 2.02 (E), and Transportation Services, if invoiced annually – paragraph 2.02 (G) shall be two hundred twenty thousand, eight hundred and 00/100 dollars (\$220,800.00).

- (I) **Initial Deposit.** Upon execution of this Agreement, the School District shall pay an initial deposit in the amount of forty-eight thousand, and 00/100 dollars (\$48,000.00).
 - (J) **Monthly Cost.** Each monthly invoice, October through June of the school year to which this Agreement pertains, shall be in the amount of nineteen thousand, two hundred and 00/100 dollars (\$19,200.00).
 - (K) **Invoices.** All charges for Educational, Supplemental Support, In-School Counseling, Mobile Support, and Transportation services shall be invoiced monthly. The School District shall pay said amounts within thirty (30) days of Lakeside's invoice date. Lakeside reserves the right to assess a three percent (3%) fee on any unpaid balance over thirty (30) days.
- 2.03. **Student Enrollment.** In cooperation with Lakeside, the School District shall establish a student's date of enrollment and date of discharge from a program of Lakeside. Unless agreed upon mutually, a student's date of discharge may not be made retroactive to a student's final date of enrollment as recorded by Lakeside. The School District shall be responsible for all invoiced charges incurred from a student's date of enrollment through and including a student's date of discharge from a program of Lakeside that shall include school days a student is present and school days a student is absent for any reason.
- 2.04. **Cooperation with Lakeside.** The School District shall cooperate with Lakeside and shall collaborate on topics and interventions related to the educational program being provided to each student.
- 2.05. **Staff Hiring.** The School District shall not employ a Lakeside staff member providing In-School Counseling Services for the School District as a Lakeside In-School Counselor for a period of twelve (12) months from the staff member's termination of employment from Lakeside.

3.0 General Terms and Conditions

- 3.01. **Independent Contractor Status of Lakeside.** In fulfilling its obligations under this Agreement, Lakeside shall be an independent contractor for all purposes and not an employee or agent of the School District. Lakeside hereby certifies that it is a private, independent corporation that shall exercise the discretion and judgment of an independent contractor in the performance and exercise of its rights and obligations under this Agreement. Lakeside shall use its own judgment in determining the method, means and manner of performing this Agreement and shall be responsible for the proper performance of this Agreement in accordance with all applicable federal, state and municipal laws, regulations and orders. By this Agreement, Lakeside intends to be an independent contractor in relationship to the School District. Consequently, neither Lakeside nor any employee, volunteer, contractor or agent of Lakeside shall be considered an employee, volunteer, contractor or agent of the School District at any time, under any circumstances, for any purpose. Neither the School District nor Lakeside is the agent of the other, nor shall have the right to bind the other by contract, or otherwise, except as specifically set forth in this Agreement.
- 3.02. **Non-sectarian Use of Funds.** Lakeside warrants that the monies received under this Agreement shall not be used for, or to advance, sectarian purposes.
- 3.03. **Indemnity.** Lakeside shall indemnify, hold harmless and defend the School District, its board members, officials, employees, volunteers, agents and attorneys from any and all claims, complaints, demands, costs, suits, actions, penalties, withheld subsidy, and costs (including, by way of example and not limitation, attorney's fees and litigation costs and expenses) with respect to or arising out of Lakeside's operations, any activity under the control or sponsorship of Lakeside and/or any action or inaction by Lakeside, its officials, employees, agents, contractors or volunteers in connection with any of its obligations under this Agreement or any of the students or relatives of students being served by

Lakeside and/or arising out of the School District's enforcement of any term and condition of this Agreement, including costs and attorney's fees incurred by the School District in enforcing this indemnity, hold harmless and defense provision. It is intended that this indemnity, defense and hold harmless provision to be given its broadest possible meaning and that the School District's board members, officials, employees, volunteers, agents, insurers and employees are expressly considered to be third party beneficiaries with respect to this provision. Lakeside shall be granted a credit for any amounts paid to or on behalf of the School District, its board members, officials, employees, volunteers, agents or attorneys by any insurer of Lakeside.

- 3.04. **Term.** This Agreement shall continue in full force and effect for a term commencing July 1, 2020 and ending June 30, 2021.
- 3.05. **Termination.** This Agreement may be terminated as follows:
- (A) At any time by mutual agreement of the School District and Lakeside;
 - (B) By the School District or Lakeside if the other party breaches this Agreement or otherwise fails to perform the contractual obligations; or
 - (C) By the School District in the event:
 - (1) Lakeside ceases to do business; or
 - (2) Lakeside seeks protection of any nature from creditors.
- 3.06. **Rates & Services.** Lakeside reserves the right to adjust rates for additional services rendered to students covered by this Agreement, or for additional educational slots purchased in excess of those provided for in this Agreement. Lakeside, shall, at the beginning of each subsequent contract year, and subject to the approval of the School District, have the right to adjust the cost of education slots and offer such slots for contract without regard to the prior year's contract terms.
- 3.07. **Remedies, Waiver of Rights.** All remedies of the parties hereto shall be cumulative. No party hereto shall be deemed to have waived any of its rights, powers, or remedies hereunder unless such waiver is in writing and signed by the parties hereto.
- 3.08. **Severability.** All agreements and covenants herein contained are severable. In the event that any provision of this Agreement should be held to be unenforceable, the validity and enforceability of the remaining provisions hereof shall not be affected thereby. Any court (or arbitrator) construing this Agreement is expressly granted the authority to revise any invalid or unenforceable provision hereof in order to render same enforceable.
- 3.09. **Integration.** This Agreement constitutes the entire agreement of the Parties and supersedes any negotiations or prior agreement or understanding of the Parties with respect to the term of this Agreement. This Agreement may not be modified or amended by any oral statement or alleged course of conduct, but only by a written agreement signed by all parties. There are no representations, promises, agreements, warranties, covenants or undertakings of the Parties other than those contained herein or in the Exhibits expressly referenced herein.
- 3.10. **Force Majeure.** The Parties shall not be liable for any failure to perform under this Agreement if such failure is due to causes beyond their reasonable control, including, but not limited to, acts of God or the public enemy, fire, floods, labor disputes, or the judgment or order of any court or governmental agency.
- 3.11. **Headings.** The headings of any Article or Section hereof are for reference purposes only and shall not in any way affect the meaning or interpretation thereof.
- 3.12. **Context.** Reference in this Agreement to the singular shall be meant to include reference to the plural and vice versa. Reference in this Agreement to the masculine gender shall be meant to include the female and neuter and vice versa.

- 3.13. **Duplicates.** In the event that two or more copies of this Agreement are executed by all of the parties hereto, each copy shall be deemed an original, but all shall collectively constitute the same instrument.
- 3.14. **Counterparts.** In the event that two or more counterparts of this Agreement are executed, all such counterparts shall collectively constitute the same instrument.
- 3.15. **Notices.** All notices, requests and approvals required by this Agreement shall be:
- (A) Given in writing;
 - (B) Addressed to the parties as indicated in this Agreement unless either party notifies the other of a change in address; and
 - (C) Deemed to have been given upon delivery thereof.
- Any notice sent by mail shall be sent postage prepaid and by registered or certified mail, with return receipt requested.
- 3.16. **Benefit.** Except as herein otherwise provided, this Agreement shall inure to the benefit of and shall be binding upon all parties as specifically and expressly identified herein and their respective personal representatives, heirs, successors and assigns. No other person, party, or organization shall be intended to be a third party beneficiary of this Agreement.
- 3.17. **Waiver.** One or more waivers or any representation, covenant, term or condition contained herein shall not be construed as a waiver of a subsequent breach of the same representation, covenant, term or condition. The consent or approval by any party to or of any act by any other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent or approval of any subsequent similar act.
- 3.18. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to conflict of law rules.
- 3.19. **Act 48.** The provisions of this contract are intended to conform to the requirement of Act 48 of 1999.
- 3.20. **Survival.** All indemnity, hold harmless and defense the provisions of this Agreement shall survive termination of this Agreement.

The remainder of this page is intentionally blank.

IN WITNESS THEREOF, the parties hereto, with the intention of being legally bound hereby, have caused this Agreement to be signed and sealed the day and year set forth below.


SCHOOL DISTRICT

By: _____

Date

By: _____

LAKESIDE YOUTH SERVICE d/b/a
LAKESIDE EDUCATIONAL NETWORK

By: 
Gerald W. Vassar, President/CEO

September 17, 2020
Date

By: 
Linda S. Franco, CFO/VP Administration

Hewlett-Packard Financial Services Company

October 7, 2020

Mr. Jim Roth
Upper Perkiomen School District

Lease: No. 531012688300002 by and between Upper Perkiomen School District, as "**Lessee**", and Hewlett-Packard Financial Services Company ("**HPFSC**"), as lessor ("**Master Lease**").

Schedule(s): 531012688300002

Effective Date: 08/31/2020

HPFSC is pleased to offer the following option to purchase a portion of the equipment ("**Equipment**") leased to Lessee under the above-referenced Schedule(s) as listed on the attached exhibit ("**Purchased Equipment**") for an aggregate purchase price of **USD \$ 20,212.50** ("**Purchase Price**") plus all sales taxes and subject to the additional terms and conditions set forth below. Upon Lessee's signature and return to HPFSC for receipt thirty (30) days from the date of this letter, this offer shall be a binding contract.

The exercise of this option is subject to the following:

1. Lessee is not in default under the Schedule(s) or any other agreement between Lessee and HPFSC.
2. Lessee will pay the past due rent under the Schedule(s), plus any personal property or other taxes and additional amounts which accrue through the Effective Date and become due under the Schedule(s) ("**Amounts Due**").
3. Effective upon receipt by HPFSC of the Purchase Price, sales taxes and Amounts Due, the Purchased Equipment will no longer be subject to the Schedule(s) and title to the Purchased Equipment will pass to Lessee "AS-IS, WHERE-IS, WITH ALL FAULTS" and without representation or warranty of any kind whatsoever, including without limitation, warranties of merchantability or fitness for particular purpose, except that HPFSC represents and warrants that it shall transfer good and marketable title to the Purchased Equipment, free and clear of any liens or encumbrances created by or through HPFSC; provided, however, that the terms and conditions of the Schedule(s) and Master Lease that expressly survive termination thereof shall remain in full force and effect with respect to the Purchased Equipment.
4. Upon receipt by HPFSC of this letter signed by Lessee, HPFSC shall invoice Lessee for the Purchase Price and sales taxes for net 30 days payment. Amounts Due will be separately invoiced and due pursuant to the Master Lease and Schedule(s). All unpaid invoices are subject to any late charges, fees or interest as stated in the Master Lease or Schedule(s).
5. All of the other terms and conditions of the Lease and the Schedule(s) shall continue in full force and effect with respect to Equipment not purchased.
6. In the event that Lessee does not sign, return and perform this letter agreement within the time periods stated herein, the Schedule(s) shall continue in full force and effect as originally stated.
7. HPFSC may initiate signature to this letter agreement or other related agreements by electronic means through DocuSign or any other commercial electronic signature provider (any such document, an "**Electronic Document**") to an electronic mail address Lessee has identified to HPFSC. If HPFSC first sends and HPFSC and/or Lessee thereafter sign an Electronic Document then HPFSC and Lessee agree that: (1) The Electronic Document will be enforceable in accordance with its terms; (2) The Electronic Document will be deemed to be (i) a "writing" or "in writing" and (ii) an "original" when printed from HPFSC's electronic files or records established and maintained in the normal course of business; (3) The parties will not contest the validity or enforceability of the Electronic Document; (4) The Electronic Document will be admissible as evidence in any judicial proceeding the same as if it was an ink-signed document; (5) Each party will use commercially reasonable security measures to protect and record signatures to and delivery of Electronic Documents only by identifiable authorized persons; and (6) Each party will be responsible for (i) any unauthorized access to or processing of Electronic Documents within its own organization and (ii) the failure of its security measures.

If you do not wish to sign an Electronic Document electronically, you may notify HPFSC in writing and thereafter HPFSC will not use Electronic Documents with Lessee as stated. You may also return this signed acceptance via facsimile to 908-547-6774, mail or scanned email attachment sent to Rodney.Minick@hpe.com.

Should you have any questions or if I can be of further assistance, please do not hesitate to contact me at 908-898-4698.

Hewlett-Packard Financial Services Company

Rodney Minick

Rodney Minick
Portfolio Specialist

ATTACHMENT: PURCHASED EQUIPMENT LIST

The Lessee, by its undersigned authorized representative, hereby accepts and agrees to the above-stated option and terms of this letter.

By: _____

Print Name: _____

Print Title: _____

Phone Number: _____

Date: _____, 2020



October 14, 2020

Douglas Kenwood, Director of Facilities & Operations
Upper Perkiomen School District
2229 E. Buck Road
Pennsburg, PA 18073

Re: Feasibility Study for Renovations to Hereford Elementary School – Kindergarten Wing

Dear Doug,

Muhlenberg Greene Architects is pleased to provide you with this Services Proposal to conduct a Feasibility Study for renovations to the Kindergarten wing at UPSD's Hereford Elementary School, located at 1043 Gravel Pike, Hereford, PA. The building section in question consists of 10 classroom spaces, one of which serves special ed. The rooms are primarily comprised of a modular, light-gauge wall framing and ceiling system installed within an open column grid.

It is our understanding that the District wishes to investigate three options for improvements to the Kindergarten wing of the building:

1. Option #1: Augmentation of existing classroom spaces with new built-in furnishings or casework, including possibility of full separation between rooms. This option would be the least invasive, and exclude modifications to the existing major plumbing, mechanical and electrical (MEP) systems (excluding branch circuiting to any new furnishings that may require it).
2. Option #2: Renovations/Addition of new single-user toilet rooms in each classroom space. This study may include recommendations for modifications to the existing MEP system, including sub-slab plumbing and sanitary lines.
3. Option #3: Full renovations to the subject-areas which would include removal of most finishes, non-masonry partitions, casework, ceilings, and associated MEP elements. New classrooms would be constructed to meet the needs of the modern Kindergarten curriculum and school safety best practices.

Muhlenberg Greene Architects, Ltd.
955 Berkshire Blvd, Ste 101, Wyomissing, PA 19610-1278

T (610) 376-4927
www.MG-Architects.com

Dennis W. Rex, AIA • John R. Hill, AIA, LEED AP • Robert B. Conklin, AIA, CSI • Scott O. Graham, AIA, LEED AP+

Scope of Services:

MG Architects proposes to provide the following services:

- Meet on site with District and HES administrators and staff to discuss design goals and existing conditions.
- Review all available As-Built documents for the portions of the building affected by the study.
- Perform a facility walkthrough to document and verify existing conditions. This shall be performed by MG Architects and its MEP Consultant, Lehigh Valley Engineering.
 - LVE shall require access to all applicable physical plant/mechanical areas as part of the study and shall provide a narrative assessment of the conditions of those systems.
- Provide the District with preliminary cost estimates for the work involved with each option described in the study. These estimates shall be based on the 2020 RS Means data and our best available information regarding current construction cost trends.
- The study will include recommended schedules/timelines necessary to meet a September 2021 occupancy date.
- MG Architects shall maintain an online project "Sharefile" site for storage and transmission of study documents.
- Provide a Draft copy of the Study document to you in PDF format for review and comment.
- Attend ONE (1) meeting to discuss the draft Study with District Administrators and/or HES staff.
- Attend up to TWO (2) School Board Committee or General meetings to discuss the Study and its recommendations.
- Provide up to TWELVE (12) printed and bound copies of both the Draft and Final study document for discussion at the meetings cited above.



Explanations / Assumptions:

- As-Built plans shall be provided to MG Architects to document existing conditions. MG Architects shall confirm existing conditions and applicable dimensions as necessary for completion of the Scope of Work above. As-Builts may be provided in digital PDF, CAD, or paper form. Digital scans of any paper documents will be provided to you for your records. MG Architects shall be entitled to rely on the reasonable accuracy of these materials.
- MG Architects shall make reasonable efforts to meet the deadlines required to permit the UPSD Board of School Directors to evaluate the recommendations and options put forth in the Study. The intent of these efforts shall be that that development of any Design documentation may commence expediently so as to facilitate adequate time for bidding and materials procurement for Summer 2021 construction.
- It is assumed that UPSD shall arrange a single day for meeting with all project stakeholders (either together or in sequence) such as to minimize additional visits to the site. This may occur on the same day as MG Architects' survey or a different day, however it is requested that building Maintenance staff be available to discuss existing systems with LVE while they are surveying.

Excluded Services:

The services listed below are outside the scope of this agreement:

- All fees necessary for Approval, Permit or Construction
- Design Development - or Construction Document - level drawings or specifications. Any provided plans shall be schematic in nature. This exclusion applies to the engineering or specification of any new or modifications to existing building systems beyond the scope necessary for the determining cost estimates for each option.
- Destructive investigation or patching of existing materials
- Provision of special equipment to survey the facility such as lifts or camera probes for existing plumbing system. If such equipment is agreed upon to be necessary, MGA shall bill costs to the District as a reimbursable expense. All other services not explicitly included in the scope of work above.
- MG Architects shall provide a supplemental proposal for any additional services requested as part of this project.



Fee Proposal:

MG Architects proposes to provide the Scope of Services identified above as follows:

FEASIBILITY STUDY

Lump Sum Fee of:

Eleven-Thousand, Seven-Hundred Fifty Dollars and No/100 dollars (\$11,750.00)

Expansion to the Scope of Services including analysis of areas outside the agreed upon area of study may incur additional fees and shall be addressed via a supplemental proposal for Additional Services.

This fee includes all anticipated expenses for travel and printing by MG Architects and its Consultants. Additional expenses for extra printing or additional site visits or meetings not included in the scope of work above may result in requests for reimbursement.

Please review this proposal carefully and let me know if you have any questions or would like to request any changes. If the terms of this proposal meet with your approval, please sign and return a copy to our office.

Muhlenberg Greene Architects appreciates this opportunity to provide our services and we look forward to working with you and the Upper Perkiomen School District.

Very truly yours,

MUHLENBERG GREENE ARCHITECTS, LTD.



Scott O. Graham, AIA, LEED AP+
Principal

SOG/djc
Attachment

TERMS ACCEPTED

BY: _____

DATE: _____

