

BOARD WORKSHOP MEETING

June 27, 2019 – 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 May 23, 2019 Board Workshop Minutes (Attachment A)

- III. **COMMITTEE PRESENTATIONS/DISCUSSION:**
 - a. Finance Committee Discussion

- IV. **PUBLIC COMMENTS ON ACTION ITEMS**

- V. **PERSONNEL**
 - a. **APPOINTMENTS**
 - i. **ADMINISTRATORS**
 - 1. **KIMBERLY BAST**, Director of Curriculum and Instruction, to be hired conditioned upon meeting preemployment requirements, effective July 8, 2019, at \$134,000/year. This is a new position. Kimberly received her Bachelors degree from Bloomsburg University and her MS from Wilkes University, and her supervisory Certificate in Curriculum and Instruction from Moravian College.
 - ii. **PROFESSIONAL STAFF**
 - 1. **EMILY BARKER**, English Long Term Substitute Teacher as a Temporary Professional Employee, at the Middle School, effective August 27, 2019, to be hired subject to required employment history review, at Bachelor's, Step 1, \$45,267/year. Emily will be replacing Lisa Colapietro who is on sabbatical.
 - 2. **MICHELLE SHEETS** for the position of Staff Nurse at the 4/5 Grade Center effective August 27, 2019, at a salary of \$20.40/hour per the Compensation Plan for Staff Nurses.
 - 3. **JESSE HINSON** for the position of Staff Nurse at Marlborough Elementary effective August 27, 2019, at a salary of \$20.40/hour per the Compensation Plan for Staff Nurses.
 - iii. **CLASSIFIED STAFF**
 - 1. **PETER KOTECKI**, Head Custodian Upper Perkiomen High School, to be hired conditioned upon meeting preemployment requirements, effective July 15, 2019 at \$20/hour.
 - iv. **SUPPORT STAFF**
 - 1. **CATHIE HILL**, for the position of 10 month Administrative Assistant at Hereford Elementary School, effective July 1, 2019, to be hired

UPPER PERKIOMEN SCHOOL DISTRICT

conditioned upon meeting preemployment requirements, at a salary of \$14.75/hour. This is a new position.

- v. **EXTENDED SCHOOL YEAR SUPPORT STAFF EMPLOYEES**, for a maximum of 55.5 hours, for the 2018-2019 school year, at \$10.00/hour for Paraprofessionals, \$12.00/hour for PCA.

Name	Position
ALYSSA D’IPPOLITO	Change from paraprofessional to PCA

b. **LEAVE OF ABSENCE**

- i. **NICOLE E. GUM**, approve an UNPAID LEAVE of absence from July 31, 2019, through August 11, 2019.

VI. **ACTION ITEMS**

- a. Motion to approve Douglas Kenwood, Director of Facilities & Operations as the Upper Perkiomen School District School Safety & Security Coordinator as required by Section 1309-B of Act 44 of 2018.
- b. Motion to approve the proposal with Moore Engineering Company for HVAC engineering services at an estimated cost of \$10,580.00.
- c. Motion to approve the proposal from West Penn Associates in the amount of \$5,385.00 to relocate the dust collection system from the 4th & 5th Grade Center to the High School.
- d. Motion to approve the first amendment to the Sports Medicine Services and Sponsorship Agreement with St. Luke’s Hospital as per the attached amendment. The agreement and amendment outline the fees, sponsorships and contributions for the services that will be provided. (Attachment B)
- e. Motion to approve an independent agreement with Dave Thomas at the rate of \$130/hr. for a maximum of 20 hours.
- f. Motion to approve an architectural design and construction service agreement for the Marlborough safe entrance at the estimated amount of \$19,780.00 with Muhlenberg Greene Architects of Wyomissing, PA. (Attachment C)
- g. Motion to approve Settlement Agreement and Release between Upper Perkiomen School District and Student #274043 for compensatory education in the amount of \$8,500 and attorney fees in the amount of \$4,000.
- h. Motion to approve the agreement with Lakeside Youth Service for the reservation of 3 special education slots for students for the 2019-20 school year at the cost of \$108,540.00. (Attachment D)

- i. Motion to approve the proposed settlement agreement with Dennis M. Giansante and Shirley J. Giansante parcel # 150001665003 subject to review and approval of the solicitor.
- j. Motion to continue the transportation contract with parents of Student #275953 at the rate of \$50/day for each day their student attends ESY services this summer.

VII. COMMITTEE REPORTS

- a. Special Education & Pupil Services Committee – Judy Maginnis
- b. Curriculum & Instruction Committee – James Glackin
- c. Facilities Committee – Melanie Cunningham
- d. Policy Committee – Raeann Hofkin
- e. Board Communication Line/Communication Committee – Mike Elliott
- f. Western Montgomery Career & Technology Center – James Glackin
- g. Montgomery County Intermediate Unit – Judy Maginnis
- h. Legislative Liaison Report – Judy Maginnis
- i. Upper Perkiomen Education Foundation – Mike Elliott
- j. Regional Planning Commission Representative – Melanie Cunningham

VIII. PUBLIC COMMENTS ON AGENDA ITEMS

IX. ADJOURNMENT

UPPER PERKIOMEN SCHOOL DISTRICT
2229 East Buck Road
Pennsburg PA 18073

BOARD WORKSHOP
May 23, 2019

CALL TO ORDER

The Board Workshop of the Board of School Directors of the Upper Perkiomen School District was held in the Upper Perkiomen School District Education Center with the following people attending: Joan T. Smith, James C. Glackin, Judy Maginnis, Dr. Kerry A. Drake, Mike W. Elliott, Stephen L. Cunningham, Dr. John L. Farris and Melanie R. Cunningham. Absent member was: Raeann B. Hofkin. Others in attendance were: Andrea Farina, EdD., Sandra M. Kassel, David Conn, Katherine Metrick, Deb Wheeler, Dyan Hipszer, Paula Germinario, Dan Direso, and Doug Kenwood.

APPROVAL OF MINUTES

Motion by Melanie R. Cunningham, seconded by Stephen L. Cunningham, to approve the **April 25, 2019, Board Workshop Minutes** (Attachment A). VOTE: Smith – yes, **Glackin –abstain**, Maginnis – yes, **Hofkin – absent**, Drake – yes, Elliott – yes, S. Cunningham – yes, Farris – yes, M. Cunningham – yes. Motion carried.

COMMITTEE PRESENTATIONS/DISCUSSIONS

a. FINANCE

i. Food Service Update

Paula Germinario, Food Services Director and Dan Direso, Assistant Business Administrator, presented an update on the Food Service Department. They presented and discussed meal participation rates, meals served, percentage of meals served by eligibility, and student eligibility. Ms. Germinario talked about the changes that were made to the layout of the menu, how she would like to have continued staff training, and staffing for the next school year.

Dr. Farina spoke about the Food Service Agreement with the Western Montgomery Career and Technology Center and Upper Perkiomen. She gave the Board a draft agreement to review and said the final agreement with the Western Montgomery Career and Technology Center will be on the agenda next month.

COMMITTEE REPORTS

Dr. Drake announced that he asked each Committee to prepare an end of year review and mission to present at the June Workshop meeting.

a. Special Education & Pupil Services Committee – Judy Maginnis

Mrs. Maginnis reported that there has not been a meeting since the last report. The next meeting is scheduled for June 3rd.

b. Curriculum & Instruction Committee – James Glackin

Mr. Glackin reported that there has not been a meeting since the last report. The next meeting is scheduled for June 3rd.

c. Facilities Committee – Melanie Cunningham

Mrs. Cunningham said at the last meeting they discussed the intercom system at the high school, and the swim scoreboard, these items may be on the June 13 agenda for approval. They discussed possibly waiting for the baseball scoreboard. There was also a discussion about the change order for rock removal at the middle school. Mrs. Cunningham reported that at the construction meeting Boro Construction was asked if they would put down stone and

asphalt in front of the shed at the girls' softball field and they agreed to do so as a courtesy. The next meeting is scheduled for June 4th.

- d. Policy Committee – Raeann Hofkin
Dr. Farina announced that the next meeting is scheduled for June 17th.
- e. Board Communication Line/Communication Committee – Mike Elliott
Mr. Elliott said they discussed social media at the last meeting and also the accomplishments for the past year and the goals for next year.
- f. Western Montgomery Career & Technology Center – James Glackin
Mr. Glackin reported that seven students were inducted into the National Technical Honor Society and that a senior student was awarded a full scholarship to Johnson & Wales University.
- g. Montgomery County Intermediate Unit – Judy Maginnis
Mrs. Maginnis reported that the bids that were revised for the renovations at the former MCIU site and the project will now be a sixteen month project and done in sections. The Intermediate unit is in the process of obtaining a partial hospitalization license.
- h. Legislative Liaison Report – Judy Maginnis
Mrs. Maginnis reported on the general fund levels and believed that discussions will lead to an on time budget resolution. There has been movement on four different cyber school bills but none that actually address cyber school funding.
- i. Upper Perkiomen Education Foundation – Mike Elliott
Mr. Elliott reported that Will Dunbar continues to build momentum and he received another donation and that same donor has committed to a pledge of \$10,000 once the capital campaign begins in late August or early September. He also said there is a retreat planned for the end of June.
- j. Regional Planning Commission Representative – Melanie Cunningham
Mrs. Cunningham said there was no report.

PUBLIC COMMENTS ON AGENDA ITEMS

Michele Kline, Marlborough Township asked if there was an update on a the possibility of a second RBT.

SOLICITOR'S REPORT

Mr. Conn announced that the Board met for an Executive Session prior to the evening's meeting to discuss two personnel issues and a matter of ongoing litigation.

ADJOURNMENT

Motion by Melanie R. Cunningham, seconded by Joan T. Smith, to **adjourn the meeting at 8:00 pm**. Motion carried; all voted aye.

Sandra M. Kassel, Board Secretary

**FIRST AMENDMENT
TO
SPORTS MEDICINE SERVICES AND SPONSORSHIP AGREEMENT**

This First Amendment to the Sports Medicine Services and Sponsorship Agreement, dated June 30, 2017 (“Agreement”), by and between Upper Perkiomen School District (“District”), Saint Luke’s Hospital of Bethlehem, Pennsylvania d/b/a St. Luke’s University Hospital (“SLB”) and St. Luke’s Physician Group, Inc. (“SLPG” and, together with SLB, “St. Luke’s”) is made as of _____, 2019.

WHEREAS, the parties desire to extend the initial term of the Agreement for an additional five (5) years and to provide for sponsorships for mutually agreed upon initiatives, all subject to the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. Capitalized Terms: Capitalized terms used herein and not otherwise defined shall have the meanings given thereto in the Agreement.
2. Amendment to Section 1, Services: Section 1 of the Agreement shall be hereby amended to the following:

“Services. In consideration of the mutual terms and conditions set forth in this Agreement, St. Luke’s agrees to provide one or more physicians (each a “Physician”); three athletic trainers (each an “Athletic Trainer”) and a sports performance coach (the “Sports Performance Coach”) to perform the services set forth on Exhibit A attached hereto (the “Services”) during the Term (as defined below). Each Physician providing Services hereunder shall maintain a current and valid license to practice medicine in the Commonwealth of Pennsylvania, each Athletic Trainer providing Services hereunder shall maintain a current and valid license to act as an athletic trainer in the Commonwealth of Pennsylvania, and each Sports Performance Coach providing Services hereunder shall be certified as a Strength and Conditioning Specialist (“CSCS”).”

3. Amendment to Section 2 (a), Annual Fee: Section 2(a) of the Agreement shall be hereby amended to add the following Annual Fees for the contract years set forth below:

2019-2020: \$27,500.00
 2020-2021: \$27,500.00
 2021-2022: \$27,500.00
 2022-2023: \$27,500.00

If renewed:

2023-2024: \$27,500.00
 2024-2025: \$27,500.00

3. Amendment to Section 3, Term and Termination: Section 3(a) of the Agreement shall be hereby amended to extend the Initial Term from June 30, 2019 through June 30, 2023. Upon completion of the Initial Term, this Agreement shall automatically renew for one additional two (2) year period (the “Renewal Term” and, together with the Initial Term, the “Term”), unless sooner terminated in accordance with the provisions of this Agreement or unless the District notifies St. Luke’s in writing one hundred

eighty (180) days prior to the end of the Initial Term of the District's desire that this Agreement not so automatically renew.

4. Addition of Exhibit B, Sponsorships: Exhibit B shall be added to provide the following sponsorships to Upper Perkiomen School District.

During the Term, and in exchange for the sponsorship opportunities set forth herein, St. Luke's shall pay annual sponsorship fees (the "Sponsorship") to District which the District shall use for the purposes described below. With the exception of the Extension Sponsorships, which shall be payable within thirty (30) days of signing the Agreement, the Sponsorship opportunities shall be due and payable July 1 of each year, in the amounts set forth below. In the event the Agreement is terminated, no further fees shall be paid.

(a) Extension Sponsorships. District shall use the following fees for the purchase of mutually agreed upon items for use by the District's Athletics Department and Sports Medicine Team.

2019-2020:	\$ 15,000.00
2020-2021:	\$ 15,000.00

(b) Sports Medicine Contribution. District shall use the following fees for the purchase of mutually agreed upon athletic training and sports medicine equipment and supplies.

2019-2020:	\$ 2,500.00
2020-2021:	\$ 2,500.00
2021-2022:	\$ 2,500.00
2022-2023:	\$ 2,500.00

If renewed:

2023-2024:	\$ 2,500.00
2024-2025:	\$ 2,500.00

(c) District Education Foundation Contribution. District shall use the following fees toward the District Education Foundation:

2019-2020:	\$ 1,500.00
2020-2021:	\$ 1,500.00
2021-2022:	\$ 1,500.00
2022-2023:	\$ 1,500.00

If renewed;

2023-2024:	\$ 1,500.00
2024-2025:	\$ 1,500.00

5. Miscellaneous: Except as expressly modified by this Amendment, the provisions of the Agreement shall remain in full force and effect. In the event of any conflict between the provisions of this Amendment and the Agreement, this Amendment shall be controlling. Execution and delivery of this Amendment shall not constitute or be deemed to be a waiver by either party of any rights that such party may have under the Agreement. The agreement of the parties, which is comprised of this Amendment

and the Agreement, sets forth the entire agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, relating to the subject matter of this Amendment and the Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the day and first year written above.

UPPER PERKIOMEN SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

SAINT LUKE'S HOSPITAL OF BETHLEHEM, PENNSYLVANIA

By: _____

Name: Thomas P. Lichtenwalner

Title: Senior Vice President, Finance

ST. LUKE'S PHYSICIAN GROUP, INC.

By: _____

Name: Joseph W. Minahan

Title: President



June 24, 2019

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

Re: **Design Services for Entrance Security Improvements for Marlborough Elementary**

Dear Doug,

Muhlenberg Greene Architects is pleased to provide you with this Design Services Proposal for Security Improvements to the main entrance to Marlborough Elementary School. It is our understanding that the District wishes to modify the main entrance to create a Secured Vestibule and Administration Space Entry Sequence with electronic access controls.

Scope of Services:

Muhlenberg Greene Architects proposes to provide the following services:

- Present the Administration with a "Secured Vestibule / Man-Trap" configuration based on our 6/24 discussion at the school.
- Upon concept approval, we shall develop a final scheme for approval along with a rough cost estimate for the work involved.
- After approval, we shall provide Construction Drawings and Project Manual for completion of the work. Specifications shall be in book and/or on the drawings pending the final scope of work.

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+

- Deliverables shall include:
 - Demolition and New Work Floor and Reflected Ceiling Plans.
 - Interior Elevations, Sections and Details needed for Construction.
 - Mechanical, Electrical and Fire Protection modification plans as applicable.
 - Door, Window and Storefront Schedules.
 - Finishes Selections as applicable in work areas.
 - Project Specifications including applicable M/E sections.
- Identify and detail repairs/modifications to existing site concrete paving.
- MG Architects shall maintain an online project "Sharefile" site for bid document distribution and construction phase document coordination.
- MG Architects shall assist the District in bidding advertisement, conduct a pre-bid meeting, respond to bidding RFI's, and assist the District in evaluating received bids for the work.
- MG Architects shall provide Construction Contract Administration services limited to:
 - Up to SIX (6) On-Site Construction Phase meetings including Project Kick-Off and Punch List Inspection
 - Contractor submittal logging and review for compliance with Contract Documents. This includes review of project closeout documents
 - Review and response to Contractor Requests for Information
 - Digital PDF/CAD drawings of As-Built documents based on Contractor field markups shall be provided to the District at the conclusion of the project.



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.
- Final Project Schedule is subject to the School Board / Administration approval process. MG Architects shall make reasonable efforts to meet those schedules to expedite the Design process but cannot ultimately control the timeline for approvals or construction completion.
- Based on the limited modifications to the Mechanical and Electrical (including security and data) systems that may be required by the district, we are proposing that all Mechanical, Electrical and Security design work be provided on a Time and Expense basis, with a Not-To-Exceed price noted on the Fee Proposal page. This work shall be completed per the hourly Engineering rates listed on the attached schedule.

Excluded Services:

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

- Design or documentation of modifications or additions to the existing building other than those directly related to the project objective described above.
- Modifications to building systems other than those associated with the scope of work above.
- Casework/Millwork Design or Detailing
- All fees necessary for Approval, Permit or Construction.
- All other services not explicitly included in the scopes of work above.
- MG Architects shall provide a supplemental proposal for any additional services requested as part of this project.



Fee Proposal:

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

Architectural Design and Construction Contract Administration:

- Lump Sum Fixed Fee of **Fourteen-Thousand, Five-Hundred and No/100 dollars (\$14,500.00)**

Mechanical and Electrical Design and Construction Phase Services:

- Time and Expense **Not-to-Exceed Five Thousand Two Hundred Eighty and No/100 dollars (\$5,280.00).***

*This includes MG-Architects 10% markup on Lehigh Valley Engineer's Fee of \$4,800.00

Please refer to the attached Schedule for Hourly Rates and Reimbursable Expenses for MG Architects and Lehigh Valley Engineers.

Expansion to the Project Scope or Additional Services may be provided per the Hourly Rates noted on the attached schedule, or we shall provide a Supplemental Proposal to this document for review and acceptance by the District.

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/slc/djc
Attachment

TERMS ACCEPTED

BY: _____

DATE: _____



REIMBURSABLES & HOURLY RATES SCHEDULE



Muhlenberg Greene Architects, Ltd.

Hourly Rate Schedule	
Principal	\$145.00
Project Manager	\$125.00
Senior Architect	\$115.00
Architect	\$105.00
Design Tech 1	\$90.00
Design Tech 2	\$75.00
Draftsperson	\$60.00
Administrative/Clerical	\$50.00

In-House Expenses

Postage	Direct cost
Photocopying	\$0.15/b&w
Per single sided 8.5" x 11" sheet	\$0.30/color
Mileage	IRS standard mileage rate
Compact Disc Charge	\$10.00/each
Bond Prints- per sheet	
15 x 21	\$3.50
24 x 36	\$4.25
30 x 42	\$6.00
Color Prints – per sheet	
24 x 36	\$12.00
30 x 42	\$18.00

The following Hourly Rates from our Consultant are subject to 10% mark-up at time of billing

Lehigh Valley Engineering

Principal	\$130.00
Associate	\$110.00
Senior Engineer (PE)	\$110.00
Engineer (PE)	\$100.00
Senior Construction Administrator	\$95.00
Senior Designer	\$90.00
Junior Engineer (EIT)	\$85.00
Construction Administrator	\$75.00
Designer	\$75.00
Draftsperson	\$65.00
Junior Draftsperson	\$50.00
Clerical	\$45.00

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

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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 three (3) special education slots for students referred by the School District to a program of Lakeside, i.e. Lakeside School, Lakeside Girls Academy, Souderton Vantage Academy (not including the Elementary Program) and/or Upper Merion Vantage Academy, for the 2019-2020 school year as delineated on the official 2019-2020 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 program of Lakeside, i.e. Lakeside School, Lakeside Girls Academy, Souderton Vantage Academy, Souderton Vantage Academy's Elementary Program and/or Upper Merion Vantage Academy, 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 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. 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. 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 zero (0) hours per week of counseling services provided by a Lakeside In-School Counselor for the 2019-2020 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) **Background Checks.** Lakeside shall only utilize employees, volunteers or individuals who come in contact with District students who have been properly trained under Acts 126 and 31 and have satisfactory criminal background checks and child abuse clearances as required by law. Such criminal background checks and clearances include Pennsylvania Child Abuse History Clearance (CY113) – Act 151, Pennsylvania Criminal Record Check (SP4-164 – Act 34 and Federal Bureau of Investigations (FBI) Criminal Background Check – Act 114. Lakeside hereby certifies to the District that original copies of said criminal background checks and child abuse clearances are maintained on file by Lakeside and available for review by the District.
 - (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.** 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 educational 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 attending Lakeside School 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 or on behalf of 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 reports to the School District as to each student’s attendance. 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 will 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, 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 thousand, eight hundred ten and 00/100 dollars (\$30,810.00) for each general education slot, and thirty-six thousand, one hundred eighty and 00/100 dollars (\$36,180.00) 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 fifty-eight and 50/100 dollars (\$258.50) for each general education placement, three hundred two and 50/100 dollars (\$302.50) for each special education placement and three hundred forty-six and 50/100 dollars (\$346.50) 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) **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 and 00/100 dollars (\$50.00) 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.
- (D) **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 counseling services covered by this Agreement in the amount of zero and 00/100 dollars (\$0.00). Such counseling service charges shall be invoiced separately and shall be paid by the School District as set forth below.
- (E) **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 ten and 00/100 dollars (\$2,110.00) for Stage 1 (Daily Services), one thousand, seven hundred forty-five and 00/100 dollars (\$1,745.00) for Stage 2 (Biweekly Services), one thousand twenty-five and 00/100 dollars (\$1,025.00) for Stage 3 (Weekly Services), six hundred fifteen and 00/100 dollars (\$615.00) for Stage 4 (Monthly Services) or one hundred fifteen and 45/100 dollars (\$115.45) 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.
- (F) **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 eight and 75/100 dollars (\$108.75) 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
- (G) **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 (C), and Transportation Services, if invoiced annually – paragraph 2.02 (F) shall be one hundred eight thousand, five hundred forty and 00/100 dollars (\$108,540.00).
- (H) **Initial Deposit.** Upon execution of this Agreement, the School District shall pay an initial deposit in the amount of twenty-one thousand, seven hundred eight and 00/100 dollars (\$21,708.00).
- (I) **Monthly Cost.** Each monthly invoice, September through June of the school year to which this Agreement pertains, shall be in the amount of eight thousand, six hundred eighty-three and 20/100 dollars (\$8,683.20).
- (J) **Invoices.** All charges for educational, 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 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, 2019 and ending June 30, 2020.
- 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.

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*
Gerald W. Vassar, President/CEO

June 27, 2019
Date

By: *Linda S. Franco*
Linda S. Franco, CFO/VP Administration