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**Millersville University
CONTRACT FOR SERVICES**

This contract is made and entered into the 28th day of February 2018 by the School District of Lancaster hereinafter called the Client, whose main office is located at 251 S. Prince Street Lancaster, PA 17603 and Millersville University of Pennsylvania hereinafter called MU, located in Millersville, PA 17551.

Client Contact for Project:

The Client contact for this project is:

Dr. Damaris Rau, Superintendent
School District of Lancaster
251 S. Prince Street
Lancaster, PA 17603

MU Project Manager:

The project shall be conducted under the direct supervision of:

Dr. Jeffrey Wimer & Dr. Miriam Witmer
College of Education and Human Services
Millersville University
P.O. Box 1002
Millersville, PA 17551

Purpose of Project:

To implement two (2) phases of Project Teacher Development:

- 1). Side-by-Side—a series of in-school teaching seminars and practice teaching for students in Grade 9-10
- 2). College Readiness Summer Academy—a week-long residential overnight camp experience for students in Grade 10-11

Project Teacher Development is a “grow your own” program that serves as a pathway for recruiting minority students into teacher education programs at MU. The program consists of five (5) unique phases beginning in Grade 8 through College and into the first year of teaching employment. This contract is for delivery of two (2) of the five (5) phases.

Scope of Work: MU, through the work of Drs. J. Wimer & M. Witmer will conduct interviews with students in Grade 9-10 nominated by their teachers and counselors to participate in Side-by-Side. MU will conduct eight (8) in-school teaching seminars for students selected to participate in the program and provide evaluative feedback for each student. MU will direct a week long residential overnight camp experience for students in Grade 10-11 to help ready selected students for college and future careers in education.

MU Will Provide: MU will provide services outlined above through a combination of faculty expertise, time and effort. MU faculty will supervise undergraduate students who will assist in providing services.

The budget for this project is summarized below:

2 co-director stipends for Side by Side: \$38.84/hr x 5 hours per week x 10 weeks	\$3884.00
1 director stipend for Summer Academy: \$38.84/hr x 8 hours/day x 5 days	\$1553.60
4 faculty teaching stipends for Summer Academy \$50.00/hr	\$200.00
2 student stipends for Side by Side: \$7.25/hr x 5 hours per week x 10 weeks	\$725.00
3 student mentor stipends for Summer Academy: \$7.25/hr x 12 hrs/day x 5 days	\$1305.00
x Mileage from MU to JP McCaskey High School \$0.54 x 10.8 (round trip) miles (per trip) x 10 weeks = \$58.32 x 6 Millersville (faculty & teaching assistants)	\$349.92
8 student Room & Board for Summer Academy: \$45 room fee; 4.75 breakfast; 9.00 lunch; 12.50 dinner; \$10 facility fee x 5 days	<u>\$3250.00</u>
	\$11,267.52

Contract Period

Beginning Date: Services will begin: July 8-12, 2018 (for Summer Academy)
September 4, 2018 (for Side-by-Side)

Ending Date: December 31, 2018

Termination Conditions:

a. Notification of termination by Client:

The Client has the right to terminate this contract for any reason. Official notification of termination must be in writing and provided to MU thirty (30) days prior to termination date. The Client will be billed for all work provided by the contractor up to and including the day of termination.

b. Notification of termination by MU:

The University has the right to terminate this contract for any reason. Official notification of termination must be in writing and provided to the Client thirty (30) days prior to termination date.

Billing for Services:

Total cost to the Client for the project is **\$11,267.52**

This will be paid in 2 installments of \$5633.76 each. **The first installment will be paid by June 15, 2018.** The second payment will be due within thirty days of the completion of the proposed work.

Changes to Contract:

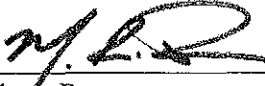
This contract and the attachments constitute the entire agreement between the parties. Changes to this contract may only be made upon mutual agreement of both parties through a written amendment to this contract signed by authorized agents.

Limitation of Damages:

The Client agrees that in any dispute under this contract whether brought in tort or other form of action, the Client's sole and exclusive remedy against MU shall be payment of the Client's actual damages or the price paid by the Client for the services in this contract, whichever is the lesser. In addition, the Commonwealth does not waive sovereign immunity and will not be responsible for damages unless a judgment is rendered against the Commonwealth in a court of competent jurisdiction.

The Client agrees to fully meet and comply with the provisions attached and incorporated herein as: the Non-Discrimination Clause, Rider A; and Terms and Conditions Clause, Rider B; and the Contractor Integrity Provisions, Rider C.

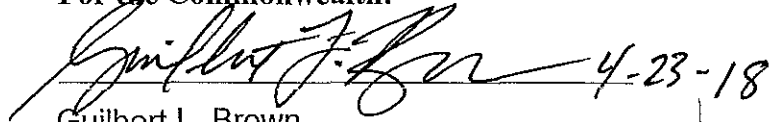
For the Client:



Matthew Przywara
Chief Financial & Operations Officer

April 9, 2018
Date

For the Commonwealth:



Guilbert L. Brown
Interim Vice President for Finance
and Administration/CFO

Date

RIDER A

NON-DISCRIMINATION CLAUSE

During the term of this contract, the Client agrees as follows:

1. The Client shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, or sex. The Client shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment without regard to their race, color, religious creed, handicap, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.
2. The Client shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of the Client's non-compliance with the non-discrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part.
3. It shall be no defense to a finding of non-compliance with this non-discrimination clause that the Client had delegated some of its employment practices to any union, training program, or other source of recruitment which prevented it from meeting its obligations. However, if the evidence indicates that the Client was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
4. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that the Client will be unable to meet its obligations under this non-discrimination clause, the Client shall then employ and fill vacancies through other non-discriminatory employment procedures.

RIDER B

TERMS AND CONDITIONS

1. The Client agrees to comply with all applicable laws and regulations of the Commonwealth in carrying out this contract.
2. Questions concerning this contract should be directed to the Project Manager. Any correspondence concerning invoices or the payment of said invoices should be directed to the Director of Accounting.
3. The Client, its agents and employees, shall act in an independent capacity and shall not act or be deemed to act as officers, employees, or agents of the Commonwealth.
4. Millersville University's relationship to the Client in the performance of this contract is that of an independent contractor. The personnel performing the services under this contract shall at all times be under MU's exclusive direction and control and shall be employees of MU and not employees of the Client. MU shall be responsible for payment of all forms of compensation to its employees engaged under this project. MU shall provide Worker's Compensation insurance and shall accept full responsibility for payments of any Unemployment Compensation, Social Security, and any other charges or deductions required by law for employees who perform work pursuant to this contract.
5. Regardless of provisions to the contrary found elsewhere in the provisions of this contract, the laws of the Commonwealth of Pennsylvania shall be used in the interpretation of this contract and shall prevail over the laws of any other state in construction of the contract, and claims by the Client must be brought exclusively in a court of competent jurisdiction.
6. In the event of conflict between the provisions of this form and any attachment hereto, the provisions of this form shall prevail.
7. Neither the Client nor MU assumes any liabilities to each other. As to liability to each other or death to persons, damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or the State System of Higher Education or the University.
8. The Client's obligation to pay is not assignable without prior written consent of MU, nor can the Client assign MU duties under this project to anyone else without MU's written permission.
9. MU's obligations are contingent upon the availability of the individuals to perform the services as specified in this contract.

RIDER C

CONTRACTOR INTEGRITY PROVISIONS MILLERSVILLE UNIVERSITY OF PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION COMMONWEALTH OF PENNSYLVANIA

1. The Client shall not disclose to others any confidential information gained by virtue of this agreement.
2. The Client shall not, in connection with this or any other agreement with MU, directly or indirectly, offer, confer or agree to confer any pecuniary benefit on anyone as consideration for the services outlined in this contract.
3. The Client shall not, in connection with this or any other agreement with MU, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of MU.
4. The Client, upon being informed or having knowledge that any violation of these provisions has occurred or may occur, shall immediately notify MU.
5. For violation of any of the provisions, MU may terminate this and any other Agreement with the Client, claim liquidated damages in an amount equal to the value of services provided, and claim damages for all expenses incurred. These rights and remedies are cumulative, and the use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those MU may have under law, statute, regulation, or otherwise.

ADDENDUM 1

CRIMINAL BACKGROUND CHECKS

Background Checks: The School District, pursuant to Pennsylvania Law, requires **State and FBI Criminal Record Checks**, as well as a **Child Abuse History Clearance**, for all employees, student teachers, bus drivers, and contractors and their employees that have direct contact with children. The Contractor shall comply with all requirements in this regard imposed by the School District or applicable law. Direct contact with children is generally defined in the State Board of Education Regulations, Chapter 8, Section 8.1, as the possibility of care, supervision, guidance or control of children or routine interaction with children. Direct contact with children is defined by the Department of Public Welfare in Title 55 of the Pennsylvania Code, Chapter 3490, generally as access to children by a school employee who has routine and unsupervised access to children in the course of carrying out the employee's responsibilities in a school. The term "school employee" includes independent contractors and their employees.

- a. **State and Federal Criminal History Checks for Prospective Employees/Contractors (and contractor's employees)** - The Contractor, in accordance with Pennsylvania law (24 P.S. § 1-111, as amended), must provide the original State Criminal Record Check for copying and the PAE# assigned to the individual's FBI Criminal Record Check for verification by the School District on the Cogent System. State and Federal Criminal Record Checks must be provided for all employees, regardless of age or temporary/seasonal work status. The School District, in its sole discretion, shall determine when contractors and their employees are required to obtain these background records and the adequacy of the resulting clearances/reports. The School District will make copies, annotated with the date and initials of the person viewing the original clearances, prior to the commencement of work under this Agreement by the Contractor or their employees. Originals will be returned to the employee or Contractor, except when prohibited by law, regulation or applicable rule.

Additionally, in accordance with Pennsylvania law (24 P.S. § 1-111, as amended), the Contractor and its employees who have direct contact with children, as determined by the School District in its sole discretion, shall complete and submit to the School District the most current Pennsylvania Department of Education form available as required under § 1-111(j)(1) (the "PDE Arrest/Conviction Report"). The PDE Arrest/Conviction Report must be completed before the Contractor or any of the Contractor's employees commence work under the terms of this Agreement.

If the Contractor adds any new employees to the workforce during the term of this Agreement, State and Federal background checks must be provided at least 24-hours prior to the employee being assigned to any work within any School District buildings or in direct contact with School District students. Likewise, any new employees must also complete the PDE Arrest/Conviction Report, which must be provided to the School District at least 24-hours prior to the employee being assigned to any work within any School District buildings or in direct contact with School District students.

Additionally, throughout the term of this Agreement, the Contractor and its employees must provide the School District with written notice, using the PDE Arrest/Conviction Report, within seventy-two (72) hours of any arrest or conviction of an offense enumerated by Pennsylvania law (24 P.S. § 1-111, as amended) (the "PDE Arrest/Conviction Notice"). Together with the PDE Arrest/Conviction Notice, Contractor shall provide a cover sheet as required by the School District.

- b. **Child Abuse History Clearance for Prospective Employees/Contractors (and contractor's employees)** - In addition to the criminal background check(s), Sections 6354-6358 (Act 151) of the Pennsylvania Public Welfare Law, requires that all applicants for school employment obtain a **Child Abuse History Clearance**. The original Child Abuse Clearance must be provided to the School District for copying. Contractor shall comply with these requirements for itself and all applicable employees of the Contractor.
- c. **Affidavit and Agreement for Contracts** - At the sole discretion of the School District, Contractor may submit to the School District an **AFFIDAVIT AND AGREEMENT FOR CONTRACTS** (in the form provided or approved by the School District) signed by a Contractor and the Contractor's employee(s). The Affidavit and Agreement will permit such Contractor and its employee(s) to perform work under this Agreement on a provisional basis while the child abuse clearances are being obtained by the Contractor. Upon execution of the **AFFIDAVIT AND AGREEMENT**

FOR CONTRACTS (including documentation proving that clearances were requested and copies of the completed request forms), a Contractor's employee may perform work for up to thirty (30) days prior to obtaining the Child Abuse History Clearance for Pennsylvania applicants (60 days for nonresidents). During such interim period, the employee/contractor shall not be permitted to work unsupervised with children and must perform all work in the immediate vicinity of a permanent employee (on whom clearances and background checks have been obtained). In the case of payment for work carried out under this Agreement, payment will not be made by the School District to Contractor until Contractor delivers clearances to the School District, except in instances where Contractor has provided a signed **AFFIDAVIT AND AGREEMENT FOR CONTRACTS** for itself and all applicable employees and Contractor has provided Services to the School District within the provisional period pursuant to this Section. Federal and State criminal background checks, along with the PDE Arrest/Conviction Report, will still be required prior to commencing work.

- d. **Renewal of Existing Agreement** - If this Agreement serves as a renewal of an existing agreement between the School District and Contractor, Contractor shall provide the School District with the required federal and state background checks and clearances, child abuse clearances, and the applicable PDE Arrest/Conviction Notices with respect to Contractor and its covered employees, as set forth in subsections (a) and (b) above, if not previously provided.

Note: Exceptions may be made when the Contractor and Contractor's employees will have no direct contact with children.

Note: If Contractor is already subject to a current, existing agreement with the School District which this Master Agreement is intended to renew and replace, and in connection with which Contractor and its employees have already fully complied with applicable state and federal clearance requirements, including completion of the PDE Arrest/Conviction Report, then (i) this Master Agreement shall be deemed a renewal and replacement of such prior agreement for purposes of such clearance requirements, and (ii) a new PDE Arrest/Conviction Report shall be required for Contractor and its employees except for current employees of Contractor who completed and submitted to School District a PDE Arrest/Conviction Report in compliance with Pennsylvania law on or before December 27, 2011 and who have not been arrested for or convicted of an offense enumerated under 24 P.S. § 1-111, as amended.

CONFIDENTIALITY

Confidentiality: Contractor, in order to fulfill Contractor's responsibilities under this Agreement, may have a legitimate educational interest in reviewing or creating certain personally identifiable information regarding students intended for second party review ("Student Information"). If Contractor does not have such an interest, then Contractor (a) shall not be permitted to view, inspect or obtain any confidential records or data of the School District, or of any tenants, or of any students, contractors or agencies thereof, that by law, practice or regulation disclosure is not permitted or appropriate (the "Confidential Records"), (b) shall maintain the confidentiality of, and immediately return to the School District, any such Confidential Records that may, for any reason, become known to or come in the possession of Contractor, (c) shall comply with all reasonable security and access policies and procedures of School District, and (d) shall ensure that any person, entity, or agent acting on behalf or at the request of Contractor complies with these provisions.

Contractor shall be bound by and shall comply with the Family Educational Rights and Privacy Act ("FERPA"), Protection of Pupil Rights Act ("PPRA"), Individuals with Disabilities Education Act ("IDEA"), the State Board of Education Guidelines, the Health Insurance Portability and Accountability Act ("HIPAA"), to the extent applicable, and any other applicable federal, state, and/or local legislation regarding the creation of, protection and dissemination of Student Information.

If applicable, Contractor agrees that it shall use Student Information solely for the purpose of delivering educational services pursuant to this Agreement as an educational agency as defined by, and as permitted by, FERPA in accordance with the terms of this Agreement. Contractor further agrees that Student Information will be kept secure and confidential and that it will not disclose any of the Student Information in any manner whatsoever; provided, however, that any such information may be disclosed to Contractor's employees, representatives, and agents, including a subcontractor, who need to know such information for the sole purpose of delivering educational services as an educational agency in accordance with the terms of this Agreement; provided, however, that Contractor's employees, representatives and agents, including a subcontractor, first

must be provided with a copy of this Agreement and agree to be bound by the terms hereof to the same extent as if they were parties hereto.

To the extent Contractor is permitted or requested by the School District to retain or store Student Information, Contractor agrees to maintain a record of each request for student information and access thereto. Such record shall include the party/parties who have requested or accessed such information as well as the legitimate interest/purpose supporting such access.

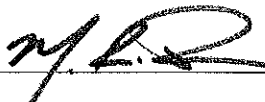
Pursuant to Pennsylvania's Breach of Personal Information Notification Act (73 P.S. § 2301), Contractor agrees to immediately (within 24 hours) notify School District of any unauthorized access and/or acquisition of computerized data that materially compromises the security or confidentiality of any personal information maintained by Contractor. Contractor must provide a description of what occurred to School District and investigate all thefts and/or exposure and determine if a law enforcement agency is to be contacted. A copy of any police reports shall be provided to School District. Contractors that maintain specific data for evaluation purposes shall remove all access to the source as soon as possible so further breaches of security or confidentiality of personal information do not occur.

In the event that Contractor is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any Student Information, Contractor shall provide the School District with prompt written notice of any such request or requirement so that the School District may seek a protective order or other appropriate remedy. If, in the absence of a protective order or other remedy, Contractor is nonetheless legally compelled to disclose Student Information to any tribunal, regulatory authority, or agency, Contractor may, without liability hereunder, disclose to such tribunal, regulatory authority, or agency only that portion of the Student Information which is legally required to be disclosed, provided that Contractor exercises reasonable efforts to preserve the confidentiality of the Student Information.

Upon expiration or termination of this Agreement, Contractor shall return promptly all Student Information promptly to the School District and no copy thereof shall be retained. Contractor shall certify in writing to the School District that such action has been taken. Notwithstanding the return of the Student Information, Contractor shall continue to be bound by its confidentiality obligations hereunder.

It is further understood and agreed that money damages would not be sufficient remedy for any breach of Contractor's confidentiality obligations and that the School District shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by Contractor, but shall be in addition to all other remedies available at law or equity to the School District.

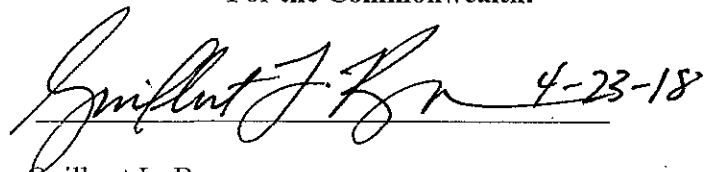
For the Client:



Matthew Przywara
Chief Financial & Operations Officer

April 9, 2018
Date

For the Commonwealth:



Guilbert L. Brown
Interim Vice President for Finance and
Administration/CFO

4-23-18
Date

