



SCHOOL DISTRICT OF LANCASTER Master Agreement for Services Provided to SDoL

Agreement #: _____
(School District Use Only)

1. **Agreement:** This Master Agreement for Services (hereafter referred to as the "Agreement") is made between the School District of Lancaster (hereafter referred to as the "School District") and:

Contractor Name*: _____
(Company/Vendor Name) (hereafter "Contractor" or "Vendor") *Checks will be written to this entity.

Mailing Address: _____

Telephone Number: _____

FAX Number: _____

E-mail: _____

Taxpayer ID # or SS #: _____

Contractor Contact
Name & Title: _____

School District Contact
Name & Title: _____

School District Contact
Location & Office Phone #: _____

This Agreement shall include, as attached and incorporated by reference herein, one of the following Addenda (check one box only):

- Addendum A – Maintenance and/or Repair Services
- Addendum B – Educational Consulting Services
- Addendum C – General Services

The foregoing Addendum (the "Addendum") may contain additional contractual provisions, modifications to this Agreement and a Statement of Work. In the event of any inconsistency between the Addendum and this Agreement, the provisions of the Addendum shall control.

2. **Statement of Work:** Contractor agrees to provide the Services (the "Services") described in the Statement of Work (attached to the corresponding Addendum) and incorporated as part of this Agreement (the "Statement of Work"). Contractor shall promptly commence and thereafter diligently pursue and carry out the Services. Contractor shall employ sufficient crews (providing a sufficient number of skilled workers), work sufficient hours and/or shifts, and utilize adequate and proper materials and equipment, so as to maintain the progress required by the School District, and not to hinder or

delay the actual progress or that of other contractors or subcontractors. If the Work is a portion of a larger project undertaken by the School District (the "Project"), Contractor shall coordinate and cooperate fully with other contractors employed on the Project and shall plan and conduct its Services so as not to interfere with their operations. **If a specific date for completion is set, Contractor shall complete the work not later than such date. ANY TIME SPECIFIED FOR COMPLETION OF THE SERVICES IS OF THE ESSENCE OF THIS AGREEMENT.**

3. **Agreement Term:** The Contractor's Services, as described in the **Statement of Work**, shall be provided by Contractor during the period of _____ through _____, which shall be the initial "Term" of this Agreement. Unless otherwise terminated in accordance with the terms hereof, or unless otherwise provided below or in the attached Addendum, at the expiration of the initial (and each renewal) Term, this Agreement shall automatically renew for an additional twelve (12) months. Either party is permitted to cancel and terminate this Agreement, with or without cause or reason, upon thirty (30) days prior written notice to the other party at any time, subject to any remaining obligations under any outstanding statement of work or purchase order issued hereunder, if such statement of work or purchase order is for a stated period of time, other than the Term hereof, that has not yet expired. The Contractor shall not provide services under this Agreement prior to the School Board approval date or outside the Agreement Term. Agreements are permitted to span fiscal years.

- Check this box if the Agreement is for a fixed term, and is not subject to the automatic renewal clause above

4. **School Board Approval:** This Agreement shall not be in effect until it is approved by the Board of School Directors of the School District of Lancaster.

5. **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.

6. **Public Works Employment Verification Act:** In accordance with Act 127 of 2012, known as the Public Works Employment Verification Act (43 P.S. Sections 167.1 – 167.11) (the "Act"), the School District of Lancaster meets the definition of a "public body" and is therefore subject to the terms of the Act. The Act applies to public works contractors and subcontractors performing on a public works contract paid for in whole or in part out of the funds of a public body when the cost of the total project is in excess of \$25,000.

By signing this Agreement, Contractor acknowledges that they are aware of and understand the requirements of the Act, and that they agree to comply with all terms of the Act. Additionally, Contractor specifically acknowledges and agrees that:

- The School District of Lancaster retains complete discretion in determining whether the contract is a contract for public works, as defined by the Act.
- Contractor must notify all subcontractors that the contract is a contract for public works.
- Contractor must submit a Public Works Employment Verification Form to the School District of Lancaster as a “precondition to the award of a contract for public work.”
- (available online at:
http://www.portal.state.pa.us/portal/server.pt/community/construction_and_public_works/1235/public_works_employment_verification/1357211)
- Contractor must obtain all required documentation from subcontractors.
- The School District is released from any liability arising from the failure of Contractor or a subcontractor to comply with the Act.
- This Act does not contain any exception for emergency procurement, i.e. it still applies even in emergency situations.

7. **Legal Compliance:** Contractor shall obtain and pay for all permits, licenses and other approvals required by any government or other entity in connection with the Services. Contractor shall pay all federal, state and local taxes pertaining to Contractor’s performance of the Services. School District is a governmental entity entitled to certain Pennsylvania Sales and Use Tax exemptions which shall be identified by Contractor and accounted for in all pricing done by Contractor.

Under Federal requirements for the Medical ACCESS program, the School District is required to obtain and document the following licenses for Speech Therapists:

- Masters Degree – Speech Pathology
- PA State License – Speech Language Pathologist
- ASHA Certificate of Clinical Competence

Contractor agrees to provide these licenses and any other licenses required by law within fifteen (15) days of written request.

Contractor shall comply with all governmental requirements applicable to the Services, including without limitation, the following:

- (a) Competent Workers – In accordance with Section 752 of the Pennsylvania Public School Code of 1949, as amended (the “School Code”), no person shall be employed by Contractor (directly or indirectly) to do work under this Agreement except competent and first class workmen and mechanics (24 P.S. § 7-752). No workmen shall be regarded as competent and first class, within the meaning of the School Code, except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages & for such hours of work as shall be established and current rates of wages paid for such hours by employers of organized labor in doing similar work in the School District where work is being done.
- (b) Discrimination Prohibited – The Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of the Contractor’s noncompliance with the nondiscrimination clause of this Agreement, the Contractor may be declared temporarily ineligible for further agreements, and other sanctions may be imposed and remedies invoked. The Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the School District for purposes of investigation to ascertain compliance with the provisions of this clause. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that provisions will be binding upon each subcontractor.
- (c) Procurement Code – In accordance with the Commonwealth Procurement Code, 62 Pa.C.S. § 3701, the Contractor agrees that:
 - (1) In the hiring of employees for the performance of work under this Agreement or any subcontract, no contractor, subcontractor or any person acting on behalf of the contractor or subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
 - (2) No contractor or subcontractor or any person on their behalf shall in any manner discriminate against

or intimidate any employee hired for the performance of work under the Agreement on account of gender, race, creed or color.

- (3) The Agreement may be canceled or terminated by the School District, and all money due or to become due under the Agreement may be forfeited for a violation of the terms or conditions of that portion of the Agreement.
- (d) Provision for the Use of Steel and Steel Products made in the U.S.A. – In accordance with Section 751(c) of the School Code and the Pennsylvania Steel Products Procurement Act (73 P.S. § 1881 et seq.) (the “Steel Products Act”), if any steel or steel products (including, without limitation, cast iron products and certain machinery and equipment) are to be used or supplied in the performance of the Agreement, only such steel or steel products as permitted under the Steel Products Act shall be used or supplied in the performance of the Agreement or any subcontracts thereunder.
- (e) Contractor shall be responsible for providing its employees with any and all training required under Federal law or Pennsylvania law with respect to the Services.
- (f) Environmental Statutes and Regulations – Contractor shall comply with all applicable provisions of federal and state laws and regulations dealing with toxic or hazardous materials, toxic or hazardous waste, the prevention of environmental pollution and the preservation of natural resources. Nothing contained in the Agreement shall be construed as relieving Contractor in any way of Contractor’s responsibility for strict compliance with all governmental requirements pertaining to environmental protection and related issues.
- (g) Safety and Health Regulations – The Agreement is to be governed at all times by applicable provisions of federal and state law concerning health and safety, including but not limited to the Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596, 29 U.S.C. § 651 et seq., as amended, and all related regulations. Nothing contained in the Agreement shall be construed as relieving Contractor in any way of Contractor’s responsibility for strict compliance with all governmental and School District requirements pertaining to health and safety.

8. **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.

9. **Records:** The School District reserves the right to audit the provisions of services and the expenditure of funds under this Agreement. Contractor shall maintain accurate and complete records pertaining to services and materials provided to and billed to the School District (including but not limited to daily logs/timesheets, receipts and other data for each of its employees). The original documents shall be available for inspection upon the request of the School District. Copies of such documents shall be provided to the School District upon written request. Contractor shall preserve such records for a minimum of six (6) years after the ending Agreement Term date.

10. **Information Technology Equipment:** The School District may, in the School District's sole discretion, allow Contractor to use School District information technology equipment ("IT Equipment") solely for purposes of providing the Services during the Term hereof. As a condition to such use, Contractor agrees to comply fully with the following terms:

- (a) Contractor will, upon the School District's request, deliver the IT Equipment to the School District's designated office for purposes of any repairs/updates. Contractor will notify the School District promptly of any damage to or loss of the IT Equipment or the need for any repairs.
- (b) Contractor shall not install any software or make configuration changes to the IT Equipment, unless completed by authorized School District technology personnel.
- (c) Contractor shall comply with the School District's policies on Acceptable Use of Computer Resources and all other applicable policies.
- (d) Contractor shall be liable and responsible for payment of the full repair and/or replacement cost to the School District of IT Equipment damaged, lost or stolen while in the possession, control or use of Contractor or its personnel.
- (e) The School District may revoke the Contractor's right to use or possess the IT Equipment at any time, with or without cause or reason. The School District has no obligation to repair or replace any IT Equipment. Contractor shall immediately return all IT Equipment at the expiration or termination of this Agreement, or at any other time upon the School District's request. If any IT Equipment is not returned to

the School District within thirty (30) days, Contractor shall be liable to the School District for the cost of a new comparable replacement, together with any related software or applications.

- (f) Contractor authorizes the School District to deduct any payment(s) due from Contractor under this Section from any amounts due to Contractor under this Agreement. If the School District chooses to invoice Contractor for such payment(s), such invoice(s) shall be due from Contractor within thirty (30) days.

11. **Right to Know Clause:** Contractor is or may be subject to the disclosure of "public records" requested under the Right-to-Know Law, 65 P.S. §§67.101 et seq., unless such "public records" are exempt from disclosure under the provision of such Law.

12. **Indemnity and Hold Harmless:** The Contractor agrees to indemnify and hold harmless the School District and each of the School District's directors, officers, employees and agents from and against any and all damages to property or injuries (including death) to any person and all costs (including reasonable counsel fees), expenses, claims, demands, actions and causes of action which relate to or arise by reason of any act or omission of Contractor (or any of Contractor's directors, officers, employees, agents, contractors or business invitees), whether such act or omission is intentional, reckless, negligent or inadvertent.

13. **Warranty:** Contractor warrants and guarantees that (a) Contractor has available sufficient resources, capability, experience and expertise to perform in a timely manner Contractor's obligations under this Agreement and (b) Contractor will perform in a timely and proper manner all of Contractor's obligations under this Agreement. Neither School District's acceptance of, nor School District's payment for all or any portion of the Work shall relieve Contractor of Contractor's obligations to furnish and complete the Services in accordance with this Agreement. Contractor warrants that Contractor is neither a party to nor aware of any agreement or understanding whereby any commission, brokerage fee or similar payment will be made in connection with this Agreement; and Contractor agrees that Contractor will not pay, and that Contractor will not permit the payment of, any commission, brokerage fee or similar payment in connection with this Agreement. Any payment in violation of this paragraph shall be refunded to School District and, in addition, shall be deemed to be a material and continuing failure by Contractor to perform Contractor's obligations under this Agreement.

Contractor warrants and guarantees the Services, including all workmanship and materials, and Contractor agrees to correct, at Contractor's expense, any defect in materials or workmanship which may occur or develop during the period of twelve (12) months from the date of final acceptance.

The foregoing warranty terms shall not limit any material, equipment or other specific warranties included or elsewhere provided by Contractor or any supplier or manufacturer.

14. **Nature of Relationship:** Independent Contractor. For all purposes, including but not limited to purposes relating to the laws and regulations concerning unemployment compensation, Workers' Compensation, prevailing wage, taxes and other labor matters, and with respect to the keeping of records, making of reports and paying taxes and payroll contributions, it is specifically agreed that (a) Contractor is an independent contractor and (b) Contractor is neither the agent of School District nor authorized to make any representations or incur any liabilities on behalf of School District.

15. **Existing Materials; Copyright:** Except for any confidential or proprietary materials in which Contractor or its suppliers have a pre-existing intellectual property interest as identified in writing to School District at the time of delivery or disclosure of such materials ("Existing Materials"), any and all work product of Contractor under this Agreement shall be deemed to be a "work made for hire" of School District if consistent with the requirements of Section 101 of the Copyright Act, or if not a "work made for hire" shall hereby be deemed fully and exclusively assigned and transferred to School District, and shall be and remain the exclusive property of School District whether or not deemed to be a "work for hire" within the meaning of the Copyright Act. Any rights, title and ownership interests, including copyright, which Contractor may have in such work product or any tangible media embodying such work product are hereby assigned to School District.

16. **Assignment:** Contractor shall not assign or subcontract this Agreement or Contractor's rights or obligations hereunder, in whole or in part, without the prior written consent of the School District, and any assignment or subcontract not consented to by the School District shall be void. Except as provided above, this Agreement shall bind and benefit Contractor and the School District, and their respective successors and permitted assigns.

17. **Waiver:** No failure to enforce any provision of this Agreement shall be construed to be a waiver of any rights which School District may have with respect thereto.

18. **Governing Law:** Unless otherwise provided, the substantive law of the Commonwealth of Pennsylvania will govern this Agreement, its interpretation and performance, and remedies for agreement breach or any other claims related to this Agreement, notwithstanding any conflicts of law rules. Contractor and School District each agree that exclusive jurisdiction and venue for resolution of any disputes relating to the Services or this Agreement shall be in the Lancaster County, Pennsylvania, Court of Common Pleas. School District and Contractor (for itself and all subcontractors) consent to such exclusive jurisdiction and venue. Contractor for itself and each subcontractor hereby waives all rights to a jury trial and agrees that all disputes shall be resolved by a judge sitting without a jury.

19. **Priority:** The terms and conditions set forth in this Agreement shall govern any purchase order, Statement of Work, task order, attachment or other related documents issued for products supplied or Services undertaken by Contractor hereunder. In the event of any conflict between this Agreement and a Statement of Work, the Statement of Work shall control, but only with respect to the Services set forth therein.

20. **Permitted Changes:** In recognition of the likelihood that the fundamental nature of the work to be accomplished under this Agreement may involve changes from time to time in School District project needs and requirements, Contractor and School District hereby agree that School District may by written direction ("Change Request"), at any time during the course of any project, make changes in any one or more of the following items:

- (a) The Statement of Work, descriptions or specifications for the Services, or other documents to be furnished under the Agreement; or
- (b) The times or places of performance or delivery of the Services, or other documents to be provided under this Agreement.

No change to the Statement of Work shall be implemented by Contractor in the absence of a written Change Request issued by the School District.

21. **Nondiscrimination:** The School District is committed to the policy that all persons shall have equal access to programs, facilities, admission, and employment without regard to personal characteristics not related to ability, performance or qualifications as determined by Board Policy or by state or Federal authorities. It is the policy of the School District to maintain an academic and work environment free of discrimination, including harassment. The School District prohibits discrimination and harassment against any person because of religion, age, ancestry, race, color, national origin, gender, marital, or parent status, religious creed, sexual orientation, disability, handicap, genetics, or veteran status. All contractors, subcontractors, and their employees must also maintain this policy.

22. **Sexual Harassment Clause:** Contractors and Subcontractors must establish and maintain a written sexual harassment policy and shall inform their employees of such policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

23. **Suspension and Debarment:** The School District will verify if Contractor has been suspended or debarred from entering into Agreements utilizing federal funds over \$25,000. If after the Agreement has been signed the Contractor becomes suspended or disbarred, the Contractor has the obligation to inform the School District. Failure to report such debarment within 15 days to the School District will result in an automatic termination of the Agreement.

24. **Invoices:** Invoices (in their original form) can be issued by one of the following methods:

Via email: accountspayable@lancaster.k12.pa.us

Via U.S. Mail:

School District of Lancaster
Business Office – Accounts Payable
1020 Lehigh Avenue
Lancaster, PA 17602-2452

Via Hand Delivery:

School District of Lancaster
Business Office - Accounts Payable
251 S. Prince Street, 3rd Floor
Lancaster, PA 17602-2452

Invoices and required supporting documentation and signatures must be received by the Business Office's Accounts Payable staff no later than the 5th of each month for payment to be made in that same month after Board approval. (If the Business Office is closed on the 5th, invoices must be received on the following business day). Every effort will be made to mail payment within three (3) business days following the School District's Board Meeting, generally held on the third Tuesday of the month (twelve payments per year). Every effort will be made to ensure timely payments. Invoices must be in original form, include any required documentation, be free from errors and be signed by individual contractors. The School District does not make prepayments for services or supplies.

25. Invoicing and Payment for Services:

- (a) The invoice must be identified by a Work Order Number and/or Purchase Order Number and specifically identify labor and materials separately provided for the work and shall be accompanied by the original written and signed acknowledgement that the work is acceptable and complete. **The Contractor must sign the invoice.**
- (b) Unless otherwise provided in the Statement of Work, personnel costs for hourly or other time-related charges for Contractor staff and subcontractors, if any, must be in accordance with the terms of this Agreement and must indicate:
 - (1) the name of the individual;
 - (2) summary timesheet(s) with the number of hours, by date
 - (3) (day/month/year), which the individual provided services to the School District and a brief description of the services provided;
 - (4) the location, by date, at which the individual provided services to the School District; and
 - (5) the amount invoiced, which must fall within the terms of the Agreement.
- (c) Any charges for overtime or other premium pay must be identified on the invoice.

This summary information shall be supported by signed timesheets. Please note that in the case of hourly or other time-related charges the School District will reimburse the Contractor or Contractor's employee only for time worked and within the Agreement terms. The timesheets will include a brief description of the work that was completed. If the summary information provided is adequate, timesheets do not need to be included in the invoice documentation, so long as the School District is permitted to audit the timesheets at its discretion. The Contractor may, however, include timesheets with the invoice. In either event, the Contractor shall maintain the original timesheets and other billing data for at least six (6) years and shall make such data available to the School District for audit upon written request of the School District.

Expenditure amounts invoiced, if any, must be in accordance with the terms of this Agreement. Reimbursement for out of pocket expenses, if permitted, must be supported by appropriate documentation such as receipts and an indication of the business purpose of the expenditure. Reimbursements for mileage, if permitted, must be supported by appropriate documentation indicating the individual, date, origin and destination, miles driven, and the amount incurred.

26. Default: The School District may declare Contractor to be in default under the Agreement in the event that the Contractor (without limitation) shall: (a) fail to perform in any respect to Contractor's obligations under the Agreement; (b) become insolvent; (c) have a petition in bankruptcy or for appointment of a receiver filed by or against it; (d) make an assignment for the benefit of creditors; or (e) fail to pay its debts, whether or not for borrowed money, when due.

27. Reimbursement: Contractor shall reimburse the School District for all of the School District's costs and expenses (including, without limitation, reasonable counsel and consulting fees) and damages, including both direct and consequential, incurred by the School District by reason of Contractor's default.

28. Remedies: The remedies of School District set forth in the Agreement are cumulative, not alternative, and are in addition to any other remedies available at law or equity. In addition to any other remedy, in the event of any default by Contractor, School District shall be entitled to do one or more of the following:

- (a) Require a complete cure by Contractor at the sole expense of Contractor;
- (b) Terminate the Agreement, partially or entirely, and complete the Services at the expense of Contractor;
- (c) Terminate the Agreement, partially or entirely and receive damages;
- (d) Accept the defective Services at a reduced price.

29. **Interpretation:** The captions at the beginning of each Section are for convenience only and are to be given no weight in construing the provisions of the Agreement. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or is invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. The word "including" as used herein is intended to be exemplary only, and not limiting, of the word or phrase it modifies. This Agreement and its provisions shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.

30. **Severability:** If any portion of this Agreement should be deemed by any court of competent jurisdiction to be void, voidable, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, School District and Contractor have executed this Agreement as of the last signature date stated below.

School District of Lancaster:

Contractor:

By: _____
(Signature of Business Office Official)

By: _____
(Signature in blue ink)

Name: _____
(Print Name)

Name: _____
(Print Name)

Title: _____

Title: _____

Date: _____

Date: _____

Date approved by the Board of School Directors: _____