

Committee of the Whole Monthly Meeting of the GJCTC JOC

Wednesday, August 5, 2026 6:30 PM

Career Seminar Room, 445 Schoolhouse Road, Johnstown, PA 15904

1. OPENING ITEMS

2. EXECUTIVE SESSION FOR PERSONNEL/LEGAL MATTERS

3. ITEMS RELATING TO EDUCATION AND PERSONNEL

3.A. Public Notice of Non-Discrimination

3.B. Policy 249 Bullying/Cyberbullying Policy

3.C. Recording of GJCTC Phone Calls

3.D. Employee Resignations

3.E. Enrollment Review and Probation Status Update

3.F. Waitlist Selection

3.G. Affiliation Agreements

3.H. 2026-2027 Adult, Secondary and Teacher Handbooks

3.I. Non-Contracted Salary Adjustments

3.J. Substitute Instructors for the 2026-2027 School Year

3.K. Diesel Technology Instructor

3.L. Employee Furlough

3.M. Cosmetology Instructor - Adult

3.N. Special Education Instructor

3.O. School Security Guard

3.P. Guru and CTSO Positions

3.Q. Snow Day Procedure

3.R. Adult Education/Administrative Restructuring Committee

3.S. Other Items Relating to Education and Personnel

4. ITEMS RELATING TO BUDGET AND FINANCE

4.A. Tuition Students for the 2026-2027 school year

4.B. East Hills Rental Discount

4.C. Solar Field Generation Review and Financial Analysis

4.D. Other Items Relating to Budget and Finance

5. ITEMS RELATING TO BUILDING AND GROUNDS

5.A. Collision Repair Paint Booth Fire Suppression System

5.B. Other Items Relating to Building and Grounds

6. ITEMS RELATING TO STUDENT ACTIVITIES

6.A. Other Items Related to Student Activities

7. OTHER BUSINESS

8. ADJOURNMENT

Greater Johnstown Career & Technology Center

Public Notice of Non-Discrimination

The Greater Johnstown Career and Technology Center does not discriminate on the basis of race, color, national origin, sex, disability or age in its programs or activities. Career and Technical education program offerings include: Secondary programs – Advanced Manufacturing/Robotics, Automotive Repair Technology, Collision Repair & Industrial Refinishing, Construction Technology, Cosmetology, Culinary Arts, Diesel Mechanics, Graphic & Digital Media Design, Health Assistant, Laboratory Technology, Machine Tool Technology, Pre-Teacher Preparation, and Welding. Adult Education programs – Advanced Manufacturing, Auto Inspection, Commercial Driver Training, Cosmetology, Cosmetology Instructor, Drone Training, Electrical Technology, HVAC, Intergenerational Advanced Manufacturing/Robotics, Intergenerational Automotive Technology, Intergenerational Collision Repair, Intergenerational Construction Trades, Intergenerational Culinary Arts, Intergenerational Diesel Mechanics, Intergenerational Machine Tool Technology, Intergenerational Welding, Intergenerational Mobile Equipment Operations, Practical Nursing, and Intergenerational Welding. Inquiries may be directed to: Title IX Coordinator at 445 Schoolhouse Road, Johnstown, PA 15904 or at (814)266-6073 ext. 121 or trummel@gjctc.org.

The Greater Johnstown Career and Technology Center affirms that all employment practices will be done in adherence to Title IX of the Educational Amendments of 1972, Title VI and VII of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973. We further affirm that all curriculum offerings and student enrollment practices will be handled without discrimination based on sex, age, race, color, religion, national origin, or non-job related handicaps or disabilities. Inquiries should be directed to: The Title IX Coordinator at the Greater Johnstown Career and Technology Center, 445 Schoolhouse Road, Johnstown, PA 15904-2998. (814) 266-6073, ext. 121 or trummel@gjctc.org.



Policy Number	249
Title	Bullying/Cyberbullying
Adopted	1/24/2017
Revised	10/26/2021
Version	v1 · 6/21/2026

Bullying/Cyberbullying

Purpose

The Joint Operating Committee is committed to providing a safe, positive learning environment for its students. The Joint Operating Committee recognizes that bullying creates an atmosphere of fear and intimidation, detracts from the safe environment necessary for student learning, and may lead to more serious violence. Therefore, the Joint Operating Committee prohibits bullying by students.

Definitions

Bullying means an intentional electronic, written, verbal or physical act or series of acts directed at another student or students, which occurs in a school setting that is severe, persistent or pervasive and has the effect of doing any of the following:[\[1\]](#)

1. Substantially interfering with a student's education.
2. Creating a threatening environment.
3. Substantially disrupting the orderly operation of the center.

Bullying, as defined in this policy, includes cyberbullying.

School setting means in the center, on center grounds, in center vehicles, at a designated bus stop or at any activity sponsored, supervised or sanctioned by the center.[\[1\]](#)

Authority

The Joint Operating Committee prohibits all forms of bullying by students.[\[1\]](#)

The Joint Operating Committee encourages students who believe they or others have been bullied to promptly report such incidents to the building administrator or designee.

Students are encouraged to use the center's report form, available from the building administrator, or to put the complaint in writing; however, oral complaints shall be accepted and documented. The person accepting the complaint shall handle the report objectively, neutrally and professionally, setting aside personal biases that might favor or disfavor the student filing the complaint or those accused of a violation of this policy.

The Joint Operating Committee directs that verbal and written complaints of bullying shall be investigated promptly, and appropriate corrective or preventative action shall be taken when allegations are substantiated. The Joint Operating Committee directs that any complaint of bullying brought pursuant to this policy shall also be reviewed for conduct which may not be proven to be bullying under this policy but merits review and possible action under other Joint Operating Committee policies.

When a student's behavior indicates a threat to the safety of the student, other students, school employees, school facilities, the community or others, staff shall report the student to the threat assessment team, in accordance with applicable law and Joint Operating Committee policy.[\[2\]](#)
[\[3\]](#)

Title IX Sexual Harassment and Other Discrimination

Every report of alleged bullying that can be interpreted at the outset to fall within the provisions of policies addressing potential violations of laws against discrimination and discriminatory harassment shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer and Title IX Coordinator. If, in the course of a bullying investigation, potential issues of discrimination are identified, the Title IX Coordinator shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged discrimination as well as the incidents of alleged bullying. [\[4\]](#) [\[5\]](#)

Confidentiality

Confidentiality of all parties, witnesses, the allegations, the filing of a complaint and the investigation shall be handled in accordance with applicable law, regulations, this policy and the center's legal and investigative obligations.

Retaliation

Reprisal or retaliation relating to reports of bullying or participation in an investigation of allegations of bullying is prohibited and shall be subject to disciplinary action.

Delegation of Responsibility

Each student shall be responsible to respect the rights of others and to ensure an atmosphere free from bullying.

The Administrative Director or designee shall develop administrative regulations to implement this policy.

The Administrative Director or designee shall ensure that this policy and administrative regulations are reviewed annually with students.[\[1\]](#)

The Administrative Director or designee, in cooperation with other appropriate administrators, shall review this policy every three (3) years and recommend necessary revisions to the Joint Operating Committee.[\[1\]](#)

The administration shall annually provide the following information with the Safe School Report:
[\[1\]](#)

1. Joint Operating Committee's Bullying Policy.
2. Report of bullying incidents.
3. Information on the development and implementation of any bullying prevention, intervention or education programs.

Guidelines

The Code of Student Conduct, which shall contain this policy, shall be disseminated annually to students.[\[1\]](#)[\[6\]](#)[\[7\]](#)

This policy shall be accessible in every classroom. The policy shall be posted in a prominent location within the center building and on the center's website, if available.[\[1\]](#)

Education

The center may develop, implement and evaluate bullying prevention and intervention programs and activities. Programs and activities shall provide staff and students with appropriate training for effectively responding to, intervening in and reporting incidents of bullying.[\[1\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)

Consequences for Violations

A student who violates this policy shall be subject to appropriate disciplinary action consistent with the Code of Student Conduct, which may include:[\[1\]](#)[\[7\]](#)[\[11\]](#)

1. Parental conference.
2. Loss of center privileges.
3. Exclusion from center-sponsored activities.
4. Suspension.
5. Expulsion.
6. Referral to law enforcement officials.

Footnotes

[1] 24 P.S. 1303.1-A

palegis.us

palegis.us

Legal Reference

[View source](#) 

[2] 24 P.S. 1302-E

palegis.us

palegis.us

Legal Reference

[View source](#) 

[3] Pol. 236.1

Policy Reference

[Open policy](#) 

[4] Pol. 103

Policy Reference

[Open policy](#) 

[5] Pol. 103.1

Policy Reference

[Open policy](#) 

[6] **22 PA Code 12.3**
pacodeandbulletin.gov
pacodeandbulletin.gov [View source](#) 
Legal Reference

[7] **Pol. 218**
Policy Reference [Open policy](#) 

[8] **24 P.S. 1302-A**
palegis.us
palegis.us [View source](#) 
Legal Reference

[9] **Pol. 236**
Policy Reference [Open policy](#) 

[10] **20 U.S.C. 7118**
uscode.house.gov
uscode.house.gov [View source](#) 
Legal Reference

[11] **Pol. 233**
Policy Reference [Open policy](#) 

Greater Johnstown Career & Technology Center

Administrative Regulation No. 001

Secondary Program Waitlists

Related Policies: JOC Policy No. 126 – *Class Size/Quotas*

Related Policies: JOC Policy No. 201 – *Admission of Students*

Purpose

The purpose of this Administrative Regulation is to establish a fair, consistent, and transparent process for creating and maintaining waitlists for secondary career and technical education programs when the number of qualified applicants exceeds available instructional workstations.

Waitlist Procedures

When the number of qualified applicants exceeds the available openings in a secondary program following the lottery admissions process, applicants who are not initially selected for enrollment shall be placed on a waitlist according to the following procedures.

Wave 1 Applicants

All applications for new students **received on or before the Friday immediately preceding the May Joint Operating Committee (JOC) Curriculum and Enrollment Committee Meeting** shall be included in **Wave 1** of the Lottery Admission process.

Applicants not selected for immediate enrollment during the Wave 1 lottery shall be placed on the program waitlist in the order established by the lottery drawing.

Wave 2 Applicants

All applications for new students **received after the Friday immediately preceding the May JOC Curriculum and Enrollment Committee Meeting** shall be placed into **Wave 2** of the Lottery Admission process.

Applicants shall be added to the waitlist following all Wave 1 applicants in the order determined by the Wave 2 lottery drawing.

Wave 3 Applicants

Applications submitted by **students residing in non-participating school districts** shall be placed into **Wave 3** of the Lottery Admission process.

Wave 3 applicants shall be placed on the waitlist after all participating district applicants in the order established by the Wave 3 lottery drawing.

Lottery Drawings

The official lottery drawing establishing the initial waitlist order for Waves 1, 2, and 3 shall occur at the **August Joint Operating Committee Meeting**.

The order of applicants selected during the lottery shall be entered into the official meeting record (minutes) and shall serve as the official waitlist for each program.

Applications received after the August Joint Operating Committee Meeting shall be entered into a subsequent lottery drawing conducted on the **first Friday of the first full week of the school year**. These applicants shall be placed on the waitlist following all previously established applicants in the order determined by that drawing.

A "Home School Student" is considered to be a student of a participating district of the 7 GJCTC participating districts.

A "Cyber School Student" is considered to be a student of a non-participating district.

AGREEMENT

Between

RICHLAND PA OPCO d/b/a RICHLAND NURSING AND REHABILITATION

and

GREATER JOHNSTOWN CAREER AND TECHNOLOGY CENTER

The following agreement between Richland PA OPCO d/b/a Richland Nursing and Rehabilitation (sometimes referred to herein as the “Facility”) and Greater Johnstown Career and Technology Center (sometimes referred to herein as the “School”), beginning _____, 2026, provides for the utilization of clinical facilities in the agency or nursing students:

A. CLINICAL EXPERIENCE:

Clinical experience for the nursing students will provide:

1. An opportunity, through carefully planned and supervised observation and participation, to apply theoretical knowledge, integrate key concepts, identify activities, and perform appropriate skills in nursing in the care of individual patients and groups of patients at the facility.
2. For the individual needs and interest of the student; and **Richland PA OPCO d/b/a Richland Nursing and Rehabilitation.**
3. An opportunity to observe how the agency works cooperatively with other health and welfare agencies in the community.

B. DEPARTMENT OF NURSING RESPONSIBILITIES:

Greater Johnstown Career and Technology Center will:

1. Assign students who are enrolled in the Department of Nursing to **Richland PA OPCO d/b/a Richland Nursing and Rehabilitation** for the purpose of obtaining selected learning experiences.
2. Be responsible for the educational programs of students assigned to **Richland PA OPCO d/b/a Richland Nursing and Rehabilitation.**
3. Select, upon concurrence by the Director of Nursing, or a designated appointee, of **Richland PA OPCO d/b/a Richland Nursing and Rehabilitation** those units or

areas which seem to offer the most desirable learning experiences for students in relation to the objectives of the program in which they are enrolled, and according to the needs of the patients and nursing staff of **Richland PA OPCO d/b/a Richland Nursing and Rehabilitation.**

4. Provide sufficient number of faculty to ensure adequate student education.
5. Be responsible for developing patient assignments and other essential educational materials as well as the guidance of students in direct patient care and plans of nursing therapy, in harmony with the established policies and procedures of **Richland PA OPCO d/b/a Richland Nursing and Rehabilitation.**
6. Abide by the policies of **Richland PA OPCO d/b/a Richland Nursing and Rehabilitation.**
7. Provide the Director of Nursing, or designated appointee, and the head of nurses of clinical areas/units to be utilized, with a list of names of each student assigned to the respective unit and the dates each student will be assigned to that unit. This list will be provided at the beginning of each semester.
8. Require each student and faculty member to, and itself shall, maintain liability insurance in the amount of at least \$1,000,000 to \$3,000,000.
9. Require each student to complete required health tests prior to the beginning of each academic year.
10. Require each student to maintain he/her own health insurance.

11. Indemnification. Greater Johnstown Career and Technology Center Department of Nursing shall indemnify, defend, and hold harmless the Facility and its affiliates, owners, members, managers, officers, directors, employees, agents, successors, and assigns (collectively, the "Facility Indemnified Parties") from and against any and all claims, demands, actions, causes of action, damages, losses, liabilities, fines, penalties, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and costs of investigation) arising out of or relating to: (a) the acts or omissions of the School, its faculty, employees, agents, contractors, or students; (b) any breach of this Agreement by the School, its faculty, employees, agents, contractors, or students; (c) any injury, death, or damage to persons or property caused by or resulting from the acts or omissions of the School, its faculty, employees, agents, contractors, or students; or (d) any violation of applicable federal, state, or local law, rule, regulation, or professional standard by the School, its faculty, employees, agents, contractors, or students. The School's obligations under this Section shall survive the expiration or termination of this Agreement.

12. Confidential Information. The School acknowledges that, during the term of this Agreement, the School, its faculty, employees, agents, and students may have access to confidential, proprietary, or non-public information of the Facility, its residents, patients, employees, operations, business practices, financial information, trade secrets, and other information of a confidential nature ("Confidential Information"). The School shall, and shall cause its faculty, employees, agents, and students to, maintain the confidentiality of all Confidential Information and shall not use, disclose, copy, reproduce, or distribute any Confidential Information except as strictly necessary to fulfill the educational purposes contemplated by this Agreement and as permitted by the Facility in writing or required by law. The obligations set forth in this Section shall survive the expiration or termination of this Agreement.

13. HIPAA Compliance and Protected Health Information

14. The School acknowledges that its faculty, employees, agents, and students may have access to Protected Health Information ("PHI"), as defined under the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations ("HIPAA") in connection with this Agreement. The School shall, and shall cause its faculty, employees, agents, and students to, comply with all applicable requirements of HIPAA and all other applicable federal and state privacy and confidentiality laws. The School shall ensure that PHI is accessed, used, and disclosed solely as necessary for the educational activities authorized under this Agreement and only to the minimum extent necessary. The School shall immediately notify the Facility of any actual or suspected unauthorized access, use, disclosure, loss, or breach of PHI and shall cooperate fully with the Facility in investigating and mitigating any such incident. The obligations set forth in this Section shall survive the expiration or termination of this Agreement.

15. Responsibility for Students and Compliance with Facility Policies

16. The School shall be solely responsible for the supervision, conduct, and performance of its students, faculty, employees, and agents while present at the Facility. The School shall ensure that all students, faculty, employees, and agents participating in any activities under this Agreement comply with: (a) the terms and conditions of this Agreement; (b) all applicable federal, state, and local laws, rules, and regulations; and (c) all Facility policies, procedures, protocols, rules, standards, and requirements, as amended from time to time.

17. The Facility reserves the right, in its sole discretion, to require the immediate removal of any student, faculty member, employee, or agent of the School from the Facility for failure to comply with this Agreement, Facility policies and procedures, applicable law, or for any conduct that the Facility determines may adversely affect resident care, resident safety, Facility operations, or the health and safety of any individual.

18. The School shall be solely responsible and liable for the acts, omissions, conduct, and compliance of its students, faculty, employees, agents, and representatives, and any failure by such individuals to comply with this Agreement, applicable law, or the Facility's policies and procedures shall be deemed a breach of this Agreement by the School.

C. AGENCY RESPONSIBILITIES:

1. Coordinate the orientation of faculty members assigned to the agency for the purpose of teaching students.
2. Provide copies of appropriate policies, procedures, rules, regulations, and stated revisions of such.
3. Assist Greater Johnstown Career and Technology Center nursing faculty in orienting Greater Johnstown Career and Technology Center students to **Richland PA OPCO d/b/a Richland Nursing and Rehabilitation.**
4. Perform administrative details necessary for the utilization of equipment and records for teaching purposes.
5. Provide for students and faculty of Greater Johnstown Career and Technology Center reasonable use of space in connection with the performance of the clinical experience, during regular business hours, and subject to the Facility's policies, procedures and reasonable discretion..
6. Refer to Greater Johnstown Career and Technology Center Department of Nursing any student found to be lacking ability of failing to develop qualities essential for the special instruction offered, for ill health, for unsatisfactory performance, or for failure or unwillingness to conform to the regulations and routines of the cooperating agency. Subject to all applicable laws, the Facility shall have the right to remove a student or faculty member from the assignment to the Facility.
7. Retain responsibilities for patient/client care and services.

D. MUTUAL ARRANGEMENTS BETWEEN THE DEPARTMENT OF NURSING AND THE AGENCY:

Greater Johnstown Career and Technology Center and Richland PA OPCO d/b/a Richland Nursing and Rehabilitation will:

1. Agree on an annual basis on the number of students to be assigned for clinical experience, in appropriate areas.
2. Hold an annual meeting to be attended by the designated representative of **Richland PA OPCO d/b/a Richland Nursing and Rehabilitation** and **Greater**

Johnstown Career and Technology Center Department of Nursing to evaluate the program for the past year and to plan to program for the following year.

3. Reserve the right to cancel this arrangement by mutual consent of both parties at anytime, or by either party giving the other party a minimum of 30(thirty) days advanced notice in writing.
4. Communicate in writing to Greater Johnstown Career and Technology Center Department of Nursing any adoption or modification of policies which would affect the educational experience of Greater Johnstown Career and Techn ology Center nursing students.
5. It is agreed upon by **Greater Johnstown Career and Technology Center** Nursing Department and **Richland PA OPCO d/b/a Richland Nursing and Rehabilitation** that the length of this contract agreement shall be 3 (three) years from the date stated below by the signing agency. This agreement shall continue to automatically renew for additional 3 (three) year terms unless otherwise acted upon the cancellation terms listed above.

**Greater Johnstown Career
and Technology Center**



**Mr, John Augustine II
Administrative Director,
GJCTC**

7-1-26

Date

**Richland PA OPCO d/b/a
Richland Nursing and Rehabilitation**



**Aharon Franco, President
Valley West Health**

Date

AGREEMENT

Between

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and

GREATER JOHNSTOWN CAREER AND TECHNOLOGY CENTER

The following agreement between Richland PA OPCO d/b/a Richland Nursing and Rehabilitation (sometimes referred to herein as the "Facility") and Greater Johnstown Career and Technology Center (sometimes referred to herein as the "School"), beginning July 1, , 2026, provides for the utilization of clinical facilities in the agency or nursing students:

A. CLINICAL EXPERIENCE:

Clinical experience for the nursing students will provide:

1. An opportunity, through carefully planned and supervised observation and participation, to apply theoretical knowledge, integrate key concepts, identify activities, and perform appropriate skills in nursing in the care of individual patients and groups of patients at the facility.
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3. Select, upon concurrence by the Director of Nursing, or a designated appointee, of **Richland PA OPCO d/b/a Richland Nursing and Rehabilitation** those units or

areas which seem to offer the most desirable learning experiences for students in relation to the objectives of the program in which they are enrolled, and according to the needs of the patients and nursing staff of **Richland PA OPCO d/b/a Richland Nursing and Rehabilitation.**

4. Provide sufficient number of faculty to ensure adequate student education.
5. Be responsible for developing patient assignments and other essential educational materials as well as the guidance of students in direct patient care and plans of nursing therapy, in harmony with the established policies and procedures of **Richland PA OPCO d/b/a Richland Nursing and Rehabilitation.**
6. Abide by the policies of **Richland PA OPCO d/b/a Richland Nursing and Rehabilitation.**
7. Provide the Director of Nursing, or designated appointee, and the head of nurses of clinical areas/units to be utilized, with a list of names of each student assigned to the respective unit and the dates each student will be assigned to that unit. This list will be provided at the beginning of each semester.
8. Require each student and faculty member to, and itself shall, maintain liability insurance in the amount of at least \$1,000,000 to \$3,000,000.
9. Require each student to complete required health tests prior to the beginning of each academic year.
10. Require each student to maintain he/her own health insurance.

11. Indemnification. Greater Johnstown Career and Technology Center Department of Nursing shall indemnify, defend, and hold harmless the Facility and its affiliates, owners, members, managers, officers, directors, employees, agents, successors, and assigns (collectively, the "Facility Indemnified Parties") from and against any and all claims, demands, actions, causes of action, damages, losses, liabilities, fines, penalties, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and costs of investigation) arising out of or relating to: (a) the acts or omissions of the School, its faculty, employees, agents, contractors, or students; (b) any breach of this Agreement by the School, its faculty, employees, agents, contractors, or students; (c) any injury, death, or damage to persons or property caused by or resulting from the acts or omissions of the School, its faculty, employees, agents, contractors, or students; or (d) any violation of applicable federal, state, or local law, rule, regulation, or professional standard by the School, its faculty, employees, agents, contractors, or students. The School's obligations under this Section shall survive the expiration or termination of this Agreement.

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16. The School shall be solely responsible for the supervision, conduct, and performance of its students, faculty, employees, and agents while present at the Facility. The School shall ensure that all students, faculty, employees, and agents participating in any activities under this Agreement comply with: (a) the terms and conditions of this Agreement; (b) all applicable federal, state, and local laws, rules, and regulations; and (c) all Facility policies, procedures, protocols, rules, standards, and requirements, as amended from time to time.

17. The Facility reserves the right, in its sole discretion, to require the immediate removal of any student, faculty member, employee, or agent of the School from the Facility for failure to comply with this Agreement, Facility policies and procedures, applicable law, or for any conduct that the Facility determines may adversely affect resident care, resident safety, Facility operations, or the health and safety of any individual.

18. The School shall be solely responsible and liable for the acts, omissions, conduct, and compliance of its students, faculty, employees, agents, and representatives, and any failure by such individuals to comply with this Agreement, applicable law, or the Facility's policies and procedures shall be deemed a breach of this Agreement by the School.

C. AGENCY RESPONSIBILITIES:

1. Coordinate the orientation of faculty members assigned to the agency for the purpose of teaching students.
2. Provide copies of appropriate policies, procedures, rules, regulations, and stated revisions of such.
3. Assist Greater Johnstown Career and Technology Center nursing faculty in orienting Greater Johnstown Career and Technology Center students to **Richland PA OPCO d/b/a Richland Nursing and Rehabilitation**.
4. Perform administrative details necessary for the utilization of equipment and records for teaching purposes.
5. Provide for students and faculty of Greater Johnstown Career and Technology Center reasonable use of space in connection with the performance of the clinical experience, during regular business hours, and subject to the Facility's policies, procedures and reasonable discretion..
6. Refer to Greater Johnstown Career and Technology Center Department of Nursing any student found to be lacking ability of failing to develop qualities essential for the special instruction offered, for ill health, for unsatisfactory performance, or for failure or unwillingness to conform to the regulations and routines of the cooperating agency. Subject to all applicable laws, the Facility shall have the right to remove a student or faculty member from the assignment to the Facility.
7. Retain responsibilities for patient/client care and services.

D. MUTUAL ARRANGEMENTS BETWEEN THE DEPARTMENT OF NURSING AND THE AGENCY:

Greater Johnstown Career and Technology Center and Richland PA OPCO d/b/a Richland Nursing and Rehabilitation will:

1. Agree on an annual basis on the number of students to be assigned for clinical experience, in appropriate areas.
2. Hold an annual meeting to be attended by the designated representative of **Richland PA OPCO d/b/a Richland Nursing and Rehabilitation** and **Greater**

Johnstown Career and Technology Center Department of Nursing to evaluate the program for the past year and to plan to program for the following year.

3. Reserve the right to cancel this arrangement by mutual consent of both parties at anytime, or by either party giving the other party a minimum of 30(thirty) days advanced notice in writing.
4. Communicate in writing to Greater Johnstown Career and Technology Center Department of Nursing any adoption or modification of policies which would affect the educational experience of Greater Johnstown Career and Technology Center nursing students.
5. It is agreed upon by **Greater Johnstown Career and Technology Center** Nursing Department and **Richland PA OPCO d/b/a Richland Nursing and Rehabilitation** that the length of this contract agreement shall be 3 (three) years from the date stated below by the signing agency. This agreement shall continue to automatically renew for additional 3 (three) year terms unless otherwise acted upon the cancellation terms listed above.

**Greater Johnstown Career
and Technology Center**



Mr, John Augustine II
Administrative Director,
GJCTC

7-1-26

Date

**Richland PA OPCO d/b/a
Richland Nursing and Rehabilitation**



Aharon Franco, President
Valley West Health

07/02/2026

Date

AGREEMENT

Between

Concordia at Arbutus Park

and

GREATER JOHNSTOWN CAREER AND TECHNOLOGY CENTER

The following agreement between Concordia at Arbutus Park and Greater Johnstown Career and Technology Center, beginning September 1st, 2026, provides for the utilization of clinical facilities in the agency or nursing students:

A. CLINICAL EXPERIENCE:

Clinical experience for the nursing students will provide:

1. An opportunity, through carefully planned and supervised observation and participation, to apply theoretical knowledge, integrate key concepts, identify activities, and perform appropriate skills in nursing in the care of individual patients and groups of patients at the facility.
2. For the individual needs and interest of the student; and Concordia at Arbutus Park.
3. An opportunity to observe how the agency works cooperatively with other health and welfare agencies in the community.

B. DEPARTMENT OF NURSING RESPONSIBILITIES:

Greater Johnstown Career and Technology Center will:

1. Assign students who are enrolled in the Department of Nursing to Concordia at Arbutus Park for the purpose of obtaining selected learning experiences.
2. Be responsible for the educational programs of students assigned to Concordia at Arbutus Park.
3. Select, upon concurrence by the Director of Nursing, or a designated appointee, of Concordia at Arbutus Park those units or areas which seem to offer the most desirable learning experiences for students in relation to the objectives of the

program in which they are enrolled, and according to the needs of the patients and nursing staff of **Concordia at Arbutus Park**.

4. Provide sufficient number of faculty to ensure adequate student education

5. Be responsible for developing patient assignments and other essential educational materials as well as the guidance of students in direct patient care and plans of nursing therapy, in harmony with the established policies and procedures of **Concordia at Arbutus Park**.
6. Abide by the policies of **Concordia at Arbutus Park**.
7. Provide the Director of Nursing, or designated appointee, and the head of nurses of clinical areas/units to be utilized, with a list of names of each student assigned to the respective unit and the dates each student will be assigned to that unit. This list will be provided at the beginning of each semester.
8. Require each student and faculty member to maintain liability insurance in the amount of at least \$1,000,000 to \$3,000,000.
9. Require each student to complete required health tests prior to the beginning of each academic year.
10. Require each student to maintain he/her own health insurance.

C. AGENCY RESPONSIBILITIES:

1. Coordinate the orientation of faculty members assigned to the agency for the purpose of teaching students.
2. Provide copies of appropriate policies, procedures, rules, regulations, and stated revisions of such.
3. Assist Greater Johnstown Career and Technology Center nursing faculty in orienting Greater Johnstown Career and Technology Center students to **Concordia at Arbutus Park**.
4. Perform administrative details necessary for the utilization of equipment and records for teaching purposes.

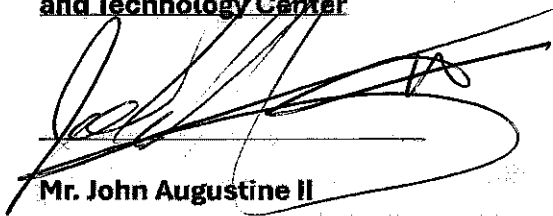
5. Provide for students and faculty of Greater Johnstown Career and Technology Center: Conference rooms, locker space, use of cafeteria and parking facilities, and care in emergencies as a result of injuries sustained in the performance of nursing practice.
6. Refer to Greater Johnstown Career and Technology Center Department of Nursing any student found to be lacking ability of failing to develop qualities essential for the special instruction offered, for ill health, for unsatisfactory performance, or for failure or unwillingness to conform to the regulations and routines of the cooperating agency.
7. Retain responsibilities for patient/client care and services.

D. MUTUAL ARRANGEMENTS BETWEEN THE DEPARTMENT OF NURSING AND THE AGENCY:

Greater Johnstown Career and Technology Center and Concordia at Arbutus Park will:

1. Agree on an annual basis on the number of students to be assigned for clinical experience, in appropriate areas.
2. Hold an annual meeting to be attended by the designated representative of **Concordia at Arbutus Park** and **Greater Johnstown Career and Technology Center** Department of Nursing to evaluate the program for the past year and to plan to program for the following year.
3. Reserve the right to cancel this arrangement by mutual consent of both parties or by either giving the other party and minimum of 6 (six) months advanced notice in writing.
4. Communicate in writing to Greater Johnstown Career and Technology Center Department of Nursing any adoption or modification of policies which would affect the educational experience of Greater Johnstown Career and Technology Center nursing students.
5. It is agreed upon by **Greater Johnstown Career and Technology Center** Nursing Department and **Concordia at Arbutus Park** that the length of this contract agreement shall be 3 (three) years from the date stated below by the signing agency. This agreement shall continue to automatically renew for additional 3 (three) year terms unless otherwise acted upon the cancellation terms listed above.

**Greater Johnstown Career
and Technology Center**



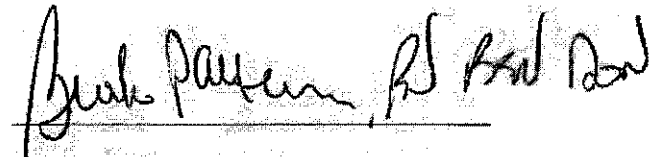
Mr. John Augustine II

**Administrative Director,
GJCTC**

7-30-26

Date

Concordia at Arbutus Park



Brooke Patterson RN BSN DON

**Director of Nursing,
Concordia at Arbutus Park**

7/20/2026

Date

AGREEMENT

between

CHAN SOON-SHIONG MEDICAL CENTER AT WINDBER

and

GREATER JOHNSTOWN CAREER AND TECHNOLOGY CENTER

The following arrangement between Chan Soon-Shiong Medical Center at Windber and Greater Johnstown Career and Technology Center, beginning June 1, 2026, provides for the utilization of clinical facilities in the agency or nursing students:

A. CLINICAL EXPERIENCE:

Clinical experience for the nurse students will provide:

1. An opportunity, through carefully planned an supervised observation and participation, to apply theoretical knowledge, integrate key concepts, identify activities and perform appropriate skills in nursing in the care of individual patients and groups of patients in the hospital.
2. For the individual needs and interest of the student; and Chan Soon-Shiong Medical Center at Windber.
3. An opportunity to observe how this agency works cooperatively with other health and welfare agencies in the community.

B. DEPARTMENT OF NURSING RESPONSIBILITIES:

Greater Johnstown Career and Technology Center will:

1. Assign students who are enrolled in the Department of Nursing to Chan Soon-Shiong Medical Center at Windber for the purpose of obtaining selected learning experiences.
2. Be responsible for the education programs of students assigned to Chan Soon-Shiong Medical Center at Windber.
3. Select, upon concurrence by the Chief Nurse Executive, or a designated appointee, of Chan Soon-Shiong Medical Center at Windber those units or areas which seem to offer the most desirable learning experiences for students in relation to the objectives of the program in which they are enrolled, and according to the needs of the patients and nursing staff of Chan Soon-Shiong Medical Center at Windber.
4. Provide sufficient number of faculty to ensure adequate student education.

5. Be responsible for developing patient assignments and other essential educational materials as well as the guidance of students in direct patient care and plans of nursing therapy, in harmony with the established policies and procedures of Chan Soon-Shiong Medical Center at Windber.
6. Abide by the policies of Chan Soon-Shiong Medical Center at Windber.
7. Provide the Chief Nursing Executive or designated appointee and the head nurses of clinical area/units to be utilized, with a list of names of each student assigned to the respective unit and the dates each student will be assigned to that unit. This list will be provided at the beginning of each semester.
8. Require each student and faculty member to maintain liability insurance in the amount of at least \$1,000,000/\$3,000,000.
9. Require each student to complete required health tests prior to the beginning of each academic year.
10. Require each student to maintain his/her own health insurance.

C. AGENCY RESPONSIBILITIES:

1. Coordinate the orientation of faculty members assigned to the agency for the purpose of teaching students.
2. Provide copies of appropriate policies, procedures, rules, regulations, and stated revisions of such.
3. Assist Greater Johnstown Career and Technology Center nursing faculty in orienting Greater Johnstown Career and Technology Center students to Chan Soon-Shiong Medical Center at Windber.
4. Perform administrative details necessary for the utilization of equipment and records for teaching purposes.
5. Provide for students and faculty of Greater Johnstown Career and Technology Center: Conference rooms, locker space, use of cafeteria and parking facilities, and care in emergencies as a result of injuries sustained in the performance of nursing practice.
6. Refer to Greater Johnstown Career and Technology Center Department of Nursing any student found to be lacking ability of failing to develop qualities essential for the special instruction offered, for ill health, for unsatisfactory performance, or for failure or unwillingness to conform to the regulations and routines of the cooperating agency.
7. Retain responsibilities for patient/client care and services.

D. MUTUAL ARRANGEMENTS BETWEEN THE DEPARTMENT OF NURSING AND THE AGENCY:

Greater Johnstown Career and Technology Center and Chan Soon-Shiong Medical Center at Windber will:

1. Agree on an annual basis on the number of students to be assigned for clinical experience, in appropriate areas.
2. Hold an annual meeting to be attended by the designated representative of Chan Soon-Shiong Medical Center at Windber and Greater Johnstown Career and Technology Center Department of Nursing to evaluate the program for the past year and to plan the program for the following year.
3. Reserve the right to cancel this arrangement by mutual consent of both parties or by either party giving the other party a minimum of 6 (six) months advance notice in writing.
4. Communicate in writing to Greater Johnstown Career and Technology Center Department of Nursing any adoption or modification of policies which would affect the educational experience of Greater Johnstown Career and Technology Center nursing students.
5. It is agreed by Greater Johnstown Career and Technology Center Nursing Department and Chan Soon-Shiong Medical Center at Windber that the length of this contract agreement shall be for one year from the date stated below, and self-renew year to year, unless either party notifies the other of its intent to terminate.

6. Indemnification:

School: The school will indemnify the Clinical/Fieldwork/Internship Site, its officers, directors, and employees from any costs, damages, and fees, including reasonable attorney fees, awarded in action against them to the extent that such costs, damages, and fees are directly caused by the negligence or willful misconduct of the School or its employees.

Clinical/Fieldwork/Internship Site: The Clinical/Fieldwork, Internship Site will indemnify the school, its officers directors, employees, and students from any costs, damages, and fees, including reasonable attorney fees, awarded in an action against them to the extent that such costs, damages, and fees are directly caused by the negligence or willful misconduct of the clinical site or its employees.

Greater Johnstown Career
and Technology Center

Chan Soon-Shiong Medical Center
at Windber


Mr. John Augustine II
Administrative Director, GJCTC
Sherri Spinos, RN, MSHA, BSN
Vice President of Nursing & Quality
Chan Soon-Shiong Medical Center at Windber

6-2-26
Date

6-02-2026
Date

Proposed Revisions to the 2026–2027 Student Handbook

Greater Johnstown Career and Technology Center (GJCTC)

The following revisions are recommended for approval to update and correct the 2026–2027 Student Handbook.

Page 1—Year on First Page

Page 8—Under arrival, take out "Early arrivals are to wait in the cafeteria." (since we added the line "NO STUDENTS ARE PERMITTED PRIOR TO 7:40.")

Page 10—Student Communication section: Change "REMIND" to "ParentSquare". Also remove "...students are provided a class specific code along with enrollment directions" and change to "students and parents are automatically enrolled in ParentSquare using the contact information provided during registration."

Page 14—Change "front of building where flag pole is" to "assigned student parking lot on the side of the building"

Page 15—"The student should park in the main parking lot entering the building" needs changed to "The student should park in the designated student parking area."

Page 21—How to Enroll section (add instructions for application through ESD)

Page 49—Updates to Admin and Instructional Staff

Page 50—Updates to JOC

Page 51—Updates to Daily Schedule

Page 52—Updated Calendar

Page 53—Updated Schedule

Page 54—Remove Floor Plan (recommendation following PSP report)

Proposed Revisions to the 2026–2027 Teacher Handbook

Greater Johnstown Career and Technology Center (GJCTC)

The following revisions are recommended for approval to update and correct the 2026–2027 Teacher Handbook.

Page 1—Year

Page 8—Update Daily Schedule

Page 9—Update Marking Period Schedule

Page 10—Update JOC

Page 11—Update Staff List

Page 39—"Teachers will be given 3 hall passes on a lanyard. The passes will be labeled for the following specific areas: Nurse, Office, & Restroom" (removal of the "visitor" pass)

Page 40—Change Pam's email address to Jen Steele's.

Page 59—Change Pam Bear to Jen Steele.

**Policy Changes for
Nursing Handbook
2026-2027**

1. Page 5- Under Practical nursing program, the following faculty, credentials and title needs changed.

Mrs. Laura Hollis, CRNP, MSN needs changed to Mrs. Laura Hollis FNP, MSN, RN

Mr. Brandon Solnosky, BSN, RN Johnstown Campus needs changed to PN Instructor

Mrs. Mary Partsch, BSN, RN Johnstown Campus needs changed to PN Instructor

Mrs. Jennifer Steele, needs changed to Ms. Allison Dusack

2. Page 25- The bold and underlined section that reads:

If a student withdraws after attending 60% of the total hours required for the program and has entered into level three --- NO refund will be issued. At this time, the student is responsible for paying the total cost of tuition and fees. Needs changed to: If a student withdraws after attending approximately 67% of the program or 1000 hours of the 1500 required for the program and has entered into level three --- NO refund will be issued. At this time, the student is responsible for paying the total program cost of tuition and fees."

3. Page 37- At the bottom of the page, the last section needs removed.

Monroeville: Monroeville doors are locked at all times. Students may gain access with a registered Key Fob from 7am to 3:30pm.

GJCTC 2026-2027 Salary Adjustments

Employee	Position	Compensation Increase
Mary Beth Jeschonek	Classroom Aide	\$17.00/hour (Increase of \$.50 from 2025-26 School Year)
David Worst	Classroom Aide	\$17.50/hour (Increase of \$.50 from 2025-26 School Year)
Joe Kochinski	Classroom Aide	\$13.25/hour (Increase of \$.50 from 2025-26 School Year)
Destini Smith	Classroom Aide	\$15.50/hour (Increase of \$.50 from 2025-26 School Year)
Jess Selders	Classroom Aide	\$15.50/hour (Increase of \$.50 from 2025-26 School Year)
Robert Martincic	Welcome Team	\$12.70 (Increase of \$.50 from 2025-26 School Year) (\$13.35/hour - Instructional Aide Rate)
Richard Maser	Welcome Team	\$12.70 (Increase of \$.50 from 2025-26 School Year) (\$13.35/hour - Instructional Aide Rate)
Keith Custer	Adult Ed Instructor	\$59,883.34 (Increase of \$2,919.79 from 2025-26 School Year)
Devin Irvin	Adult Ed Instructor	\$61,181.82 (Increase of \$2,919.79 from 2025-26 School Year)
William Olecki	Adult Ed Instructor	\$59,647.27 (Increase of \$2,919.79 from 2025-26 School Year)
Mary Partsch	Adult Ed Instructor	\$72,924.17 (Increase of \$2,919.79 from 2025-26 School Year)
Brandon Solnosky	Adult Ed Instructor	\$72,927.17 (Increase of \$2,919.79 from 2025-26 School Year)
Fran Kazmierczyk	Adult Ed Career Coach	\$46,181.82(Increase of \$2,919.79 from 2025-26 School Year)
Kevin Snyder	Financial Aid	\$70,504.67 (Increase of \$2,919.79 from 2025-26 School Year)

SCHOOL SECURITY OFFICERS

THIS AGREEMENT entered into by and between the **GREATER JOHNSTOWN CAREER & TECHNOLOGY CENTER**, a public school entity and political subdivision of the Commonwealth of Pennsylvania, having its principal business address as 445 Schoolhouse Road, Johnstown, Pennsylvania 15904, and with the school and business office located in Richland Township, Cambria County (hereinafter referred to as "School District")

And

BRAMLET ENTERPRISES, LLC having its principal place of business 171 Green Brae Road, Kittanning, PA 16201 (hereinafter referred to as "Contractor")

WITNESSETH

WHEREAS, Bramlet Enterprises, LLC provides security services for public schools; and special events.

WHEREAS, School District is desirous of engaging Contractor for such services, subject to the terms and conditions contained herein.

NOW THEREFORE, the parties hereto in consideration of the mutual promises and premises contained herein and intending to be legally bound, hereby agree as follows:

1. **CONTRACTOR** shall provide security protection for **SCHOOL DISTRICT** at buildings, properties and/or facilities owned or leased by **SCHOOL DISTRICT**, as from time to time requested by **SCHOOL DISTRICT**.

2. SECURITY PROTECTION DUTIES. Security protection shall include, but not be limited to the following:

- 2.1 Necessary security checks
- 2.2 Internal and External building patrols
- 2.3 Assisting with investigations of students misconduct as requested by the School District Director or delegate
- 2.4 Protect students, staff and building from external and internal security risks
- 2.5 Maintain a security presence.
- 2.6 Cooperate with juvenile probation officers assigned to a student
- 2.7 Promote positive relationships between security personnel, students, parents, faculty and staff;
- 2.8 Maintain a positive role model to students through daily interaction and engagement at school functions
- 2.9 Develop a rapport with students to prevent and/or minimize dangerous situations that may occur on school grounds;
- 2.10 Determine whether local or state law enforcement action is immediately appropriate, contact, and upon arrival assist, local and state law enforcement agencies; and
- 2.11 Assist in completing any paperwork or surveys required to assist the School District to obtain grant funding.

3. **WORK SCHEDULE** Security protection shall be provided on the days and during the hours as determined by SCHOOL DISTRICT. CONTRACTOR shall work a schedule as directed by the Board/School Director. Additional work may be required during special events as directed. Work schedules may, by necessity, be adjusted and work hours may be reduced due to early dismissals, delays, and/or cancellations of school.
4. **NUMBER OF PERSONNEL** The CONTRACTOR shall provide the number of personnel requested by SCHOOL DISTRICT and agrees to provide said personnel for the period needed for the purpose of providing school or event security protection. If the SCHOOL DISTRICT requires security personnel to be court-approved school police officers, the costs for securing court approval shall be borne by the SCHOOL DISTRICT.
5. **CARRYING OF FIREARMS,** The SCHOOL DISTRICT has authorized CONTRACTOR's security personnel assigned to the SCHOOL DISTRICT to carry firearms while on school property or in school buildings. Authorization, however, is limited to individuals who have completed firearms training pursuant to the Lethal Weapons Training Act (Act 235) and maintain current Act 235 certification and are NASRO or Pennsylvania Act 67 certified.

5.1 Act 235 and other certifications CONTRACTOR must provide to the School District proof that any and all security personnel assigned to the SCHOOL DISTRICT has completed firearms training pursuant to the Lethal Weapons Training Act (Act 235) Every employees assigned by CONTRACTOR to carry a firearm on SCHOOL DISTRICT property

must have a copy of current ACT 235 certification NASRO certification filed on record at the SCHOOL DISTRICT offices before carrying a firearm on SCHOOL DISTRICT property.

6. **SECURITY PROTOCOLS** Contractor has developed policies and procedures regarding the use of force, use of firearms, and drug testing. A copy of said policies and procedures is available and will be provided to SCHOOL DISTRICT for review to ensure alignment with District policies and expectations.
7. **CONSIDERATION/RATE: 2026-2027:** For the calendar year of July 1, 2026, until June 30, 2027, the SCHOOL DISTRICT shall pay CONTRACTOR for its services and performance of its obligations as contained in this agreement at the hourly rate of forty-one (\$41.00) dollars per hour per security agent assigned to the School District by Contractor.
8. **INSURANCE** During the term of the Agreement, CONTRACTOR will maintain automobile, general liability, worker's compensation insurance as required by law, and unemployment compensation insurance as required by law covering all operations, locations, vehicles, and employees used in the performance of this Agreement. Such insurance shall be kept in force throughout performance of the Contractor's services and for two (2) years after the end of such performance. Such insurance shall be an "occurrence" policy.

8.1 ADDITIONAL INSURED The SCHOOL DISTRICT shall be named as an additional insured under said liability policies with primary, non-contributory coverage. A certificate of insurance in favor of the Greater Johnstown Career & Technology Center must be provided, it must clearly state

that the Greater Johnstown Career & Technology Center be named as an additional insured and it must further state that the policy cannot be canceled, non-renewed or materially changed so as to affect the insurance described until 30 days' notice of such action has been delivered to the Greater Johnstown Career & Technology Center.

- 9 **INDEMNIFICATION** CONTRACTOR agrees to indemnify, defend and hold harmless the SCHOOL DISTRICT from and against any and all damages, costs, including attorney fees, judgments, settlements, claims or expenses of any nature arising out of its performance. To the fullest extent permitted by law, the CONTRACTOR, for itself and for its subcontractor and supplies and their respective agent, employees and servants, expressly waives all immunity or damage limitation provisions available to any agent, employee or servant under any worker's compensation acts, disability benefits acts or other employee benefits acts, to the extent such statutory or case law would otherwise limit the amount recoverable by the SCHOOL DISTRICT pursuant to this indemnity provision. Compliance with insurance requirements shall not relieve the CONTRACTOR of any responsibility to indemnify the SCHOOL DISTRICT for any liability. Indemnity obligations shall not be reduced or negated by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim or refusal to defend the SCHOOL DISTRICT as an additional insured. The SCHOOL DISTRICT shall be covered on a primary basis prior to application of or contribution from any other insurance policy of the SCHOOL DISTRICT. The foregoing notwithstanding, it is expressly agreed to

between SCHOOL DISTRICT and CONTRACTOR that any liability imposed by this agreement upon CONTRACTOR that any liability imposed by this agreement upon CONTRACTOR shall be limited to claims arising out of CONTRACTOR's work undertaken pursuant to this agreement for school security officers.

- 10 **MANAGEMENT OF EMPLOYEES** Personnel furnished by CONTRACTOR to perform the functions specified in the Agreement shall be employees of CONTRACTOR. CONTRACTOR shall pay all salary, wages, Social Security taxes, federal and state unemployment insurance, and any other tax relating to the employee of such employees CONTRACTOR shall provide all other required management services, including personnel services such as licensing, training, supervision, and evaluation, necessary to carry out the terms of this contract.

10.1 NO EMPLOYEE/EMPLOYER RELATIONSHIP Neither CONTRACTOR nor any employee or agent of the CONTRACTOR will be considered an employee or agent of the SCHOOL DISTRICT at any time, under any circumstances, for any purpose. SCHOOL DISTRICT'S exercise of its rights as set forth in this Agreement shall in no way whatsoever be construed or implied as creating an employer/employee relationship between itself and CONTRACTOR'S employees. CONTRACTOR agrees to indemnify, defend and hold harmless SCHOOL DISTRICT against all claims, damages, losses or penalties resulting from any judicial, administrative or other determination that any employee of CONTRACTOR is an employee or agent of SCHOOL DISTRICT. The foregoing notwithstanding, it is expressly agreed between SCHOOL DISTRICT and

CONTRACTOR that any liability imposed by this agreement upon CONTRACTOR shall be limited to claims arising out of CONTRACTOR'S work undertaken pursuant to this agreement for school security officers.

11 CLEARANCES CONTRACTOR shall furnish copies of the following at its expense for each security officer performing duties on behalf of CONTRACTOR under this agreement. Such clearances must be provided to the SCHOOL DISTRICT for review and approval prior to the assignment of any individual security officer..

1. Report of criminal history record information – Act 34
2. Federal criminal history Registration ID number – Act 114
3. Official child abuse clearance statement – Act 151
4. Arrest/Conviction Report and Certification Form – Act 24
5. Employment History Review – Act 168

The law now requires all school employees, independent contractors, and their employees and volunteers obtain and submit new background checks and clearances every 60 months. (23 Pa. C.S.A. Sec. 6344.4)

12 MISCELLANEOUS

12.1 Nonexclusive It is specially acknowledged and understood by CONTRACTOR that it is not now, and may not be in the future, the exclusive providers of security protection for SCHOOL DISTRICT. It being understood that SCHOOL DISTRICT may at any time utilize other entities for security protection.

12.2 Amendment No change or modification of this Agreement shall be valid unless the same is in writing and signed by all parties hereto.

12.3 Entire Agreement This Agreement contains the entire agreement of parties hereto and no modifications, amendments, changes or discharge of any of the provisions of this Agreement shall valid or binding unless that same are in writing and signed by all parties hereto.

12.4 Supersedes This agreement embodies the entire Agreement and understanding of the parties and supersedes any and all prior negotiations, understandings, and agreement, proposed or otherwise, written or oral, concerning the subject matter hereof.

12.5 Choice of Law The Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

12.6 Acknowledgement The parties acknowledge that they have read the above and fully understand the terms and conditions thereof.

12.7 Counterparts This Agreement may be executed in counterparts, each which is deemed to be an original.

13 Assignment CONTRACTOR shall not have the right to assign this Agreement or any portion thereof, without the prior written approval of SCHOOL DISTRICT. Approval to permit an assignment shall be at the sole discretion of SCHOOL DISTRICT.

14 THIRD PARTY RIGHTS Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party, including any employee or agent of CONTRACTOR, against the SCHOOL DISTRICT.

15 **TERM** This Agreement shall be in full force and effect, and binding upon the parties hereto for a term to commence on July 1, 2026, and conclude on Midnight, June 30, 2027. This Agreement may be terminated at any time by either party for any reason or no reason upon thirty (30) days written notice by certified mail, return receipt requested, to the parties' principal places of business.

16 **NOTICES** All notices to be given under this Agreement shall be given by certified mail, postage prepaid, return receipt requested, addressed to the proper party at the following location:

**Greater Johnstown Career & Technology Center
Administration
445 Schoolhouse Road
Johnstown, PA 15904**

**Bramlet Enterprises, LLC
171 Green Brae Road
Kittanning, PA 16201**

IN WITNESS WHEREOF, the parties hereto have set their hand and seals the day and year first above written.

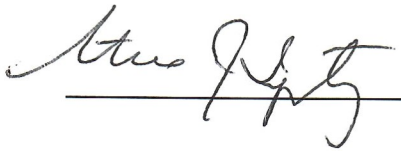
ATTEST: Greater Johnstown Career & Technology Center

Board Secretary

By: _____
President of Board

ATTEST:

Bramlet Enterprises, LLC



By: _____

President



104 North Center Street, Ebensburg, PA 15931
1-800-GITTINGS, FAX (814) 472-8846
www.GittingsSecurity.com
EmailUs@GittingsSecurity.com

September 16, 2024

John Augustine, Administrative Director
Greater Johnstown Career & Technology Center
445 Schoolhouse Road
Johnstown, PA 15904

RE: SECURITY PROPOSAL

Sent via email to: jaugustine@gjctc.org

Dear Mr. Augustine:

We appreciate the opportunity to provide you with a bid for security services. With over 30 years of experience, licensing in six states and thousands of clients, Gittings Protective Security is prepared to offer the best value in security services for your people and facilities.

Our rate for Unarmed service would be \$29.40 per hour, per officer, with no additional fees.
Our rate for Unarmed service at extracurricular events would be \$32.00 per hour, with a 4 hour per minimum shift, per officer, with no additional fees.

Our rate for Armed service would be \$39.40 per hour, per officer, with no additional fees.
Our rate for Armed service at extracurricular events would be \$39.40 per hour, with a 4 hour per minimum shift, per officer, with no additional fees.

Our officers are paid a competitive wage and have access to both health-care coverage and retirement benefits. This results in the ability to attract higher quality applicants, greater retention, happier employees and ultimately, better service to our clients.

We also take training and supervision seriously, with bi-monthly management visits and ongoing training for officers, you will have as much contact with Gittings management as you want to have.

If you have any questions or concerns, please feel free to contact me at any time.
Just call 1-800-GITTINGS.

Thank you for the opportunity and your consideration. We hope to hear from you soon.

Sincerely,

A handwritten signature in black ink, appearing to read "Dennis H. Gittings".

President and CEO

Rate Structure

Focus on your return on investment (ROI) allows us to provide the best value for your security dollar through performance that exceeds your expectations and will enable us to live up to promises made. The goal is never to offer you the lowest price, which brings with it high employee turnover, poorly trained security officers, and high liability risk. Instead, we recommend a rate structure that will tender the best value and deliver quality service at a fair price, excellent performance, and return on investment.

Rates are driven by selecting the correct wage and benefits structure, utilizing online compensation guides, and the service delivery program you requested. GardaWorld has partnered with the Economic Research Institute (ERI) as the primary source for gathering wage information for each position in each market. While we also utilize other government websites and classified advertising data, the ERI research data is the most comprehensive and accurate of all compensation sources.

Security Services Solution: Monday-Friday, 7:30 AM – 3:30 PM

Position	Weekly Hours	Hourly Wage	Hourly Bill Rate	Holiday Bill Rate
Security Officer	40	\$18.00	\$27.12	\$40.68

Notes to Pricing

Our rates are inclusive of the following:

- All wages and associated payroll taxes and insurance
- Paid vacations based on GardaWorld's standard vacation policy
- Unscheduled overtime
- Complete sets of uniforms, including outerwear and rain gear. *Uniforms are free of charge (no deposit or purchase required) to all security staff.
- Medical Insurance
- Group Life and Accidental Death Insurance
- 401k plan (with company match)
- Direct deposit or cash pay card
- Workers Compensation Insurance
- General Liability Insurance
- Employee Fidelity Insurance
- Compliance with state licensing
- Security Officer recruitment, background checks and screening, assessment testing
 - Act 34 – PATCH Report
 - Act 151 – Child Abuse Check
 - Act 114 – FBI Criminal Report
 - Act 67 - School Resource Officer
- ISOP and Welcome to GardaWorld Pre-assignment Training (12 hours)
- Initial OJT up to 48 hours per new officer. Additional training will be billable as incurred.

GARDAWORLD

garda.com

Augustine, John

From: Bryan Beppler <bbepppler@richlandtwp.com>
Sent: Friday, September 13, 2024 11:30 AM
To: Augustine, John
Subject: External - Greater Johnstown Career and Technology Center - SRO Request

Caution: This email originated from outside of the organization and may be malicious.

Hi John.

Per our phone conversation today, an informal estimated cost for a Richland Township Police Officer to perform School Resource Officer (SRO) duties:

\$100,000 / per school year
Full-time, 8 hours a day

Thank you.
Bryan

Bryan J. Beppler
Richland Township, Executive Director
322 Schoolhouse Road, Suite 110
Johnstown, PA 15904
Email: bbepppler@richlandtwp.com
Office: (814) 266-2922
Cell: (814) 955-2519
Fax: (814) 266-2024

The information contained in this electronic transmission and any attachments hereto is considered proprietary and confidential. Distribution of this material to anyone other than the addressed is prohibited. Any disclosure, copying, distribution or use of the contents of this transmission or any attachments hereto for any reason other than their intended purpose is prohibited. If you have received this transmission in error, please contact the sender.



104 North Center Street, Ebensburg, PA 15931
1-800-GITTINGS, FAX (814) 472-8846
www.GittingsSecurity.com
EmailUs@GittingsSecurity.com

September 16, 2024

John Augustine, Administrative Director
Greater Johnstown Career & Technology Center
445 Schoolhouse Road
Johnstown, PA 15904

RE: SECURITY PROPOSAL

Sent via email to: jaugustine@gjctc.org

Dear Mr. Augustine:

We appreciate the opportunity to provide you with a bid for security services. With over 30 years of experience, licensing in six states and thousands of clients, Gittings Protective Security is prepared to offer the best value in security services for your people and facilities.

Our rate for Unarmed service would be \$29.40 per hour, per officer, with no additional fees.
Our rate for Unarmed service at extracurricular events would be \$32.00 per hour, with a 4 hour per minimum shift, per officer, with no additional fees.

Our rate for Armed service would be \$39.40 per hour, per officer, with no additional fees.
Our rate for Armed service at extracurricular events would be \$39.40 per hour, with a 4 hour per minimum shift, per officer, with no additional fees.

Our officers are paid a competitive wage and have access to both health-care coverage and retirement benefits. This results in the ability to attract higher quality applicants, greater retention, happier employees and ultimately, better service to our clients.

We also take training and supervision seriously, with bi-monthly management visits and ongoing training for officers, you will have as much contact with Gittings management as you want to have.

If you have any questions or concerns, please feel free to contact me at any time.
Just call 1-800-GITTINGS.

Thank you for the opportunity and your consideration. We hope to hear from you soon.

Sincerely,

A handwritten signature in black ink, appearing to read "David H. Gittings".

President and CEO

Rate Structure

Focus on your return on investment (ROI) allows us to provide the best value for your security dollar through performance that exceeds your expectations and will enable us to live up to promises made. The goal is never to offer you the lowest price, which brings with it high employee turnover, poorly trained security officers, and high liability risk. Instead, we recommend a rate structure that will tender the best value and deliver quality service at a fair price, excellent performance, and return on investment.

Rates are driven by selecting the correct wage and benefits structure, utilizing online compensation guides, and the service delivery program you requested. GardaWorld has partnered with the Economic Research Institute (ERI) as the primary source for gathering wage information for each position in each market. While we also utilize other government websites and classified advertising data, the ERI research data is the most comprehensive and accurate of all compensation sources.

Security Services Solution: Monday-Friday, 7:30 AM – 3:30 PM

Position	Weekly Hours	Hourly Wage	Hourly Bill Rate	Holiday Bill Rate
Security Officer	40	\$18.00	\$27.12	\$40.68

Notes to Pricing

Our rates are inclusive of the following:

- All wages and associated payroll taxes and insurance
- Paid vacations based on GardaWorld's standard vacation policy
- Unscheduled overtime
- Complete sets of uniforms, including outerwear and rain gear. *Uniforms are free of charge (no deposit or purchase required) to all security staff.
- Medical Insurance
- Group Life and Accidental Death Insurance
- 401k plan (with company match)
- Direct deposit or cash pay card
- Workers Compensation Insurance
- General Liability Insurance
- Employee Fidelity Insurance
- Compliance with state licensing
- Security Officer recruitment, background checks and screening, assessment testing
 - Act 34 – PATCH Report
 - Act 151 – Child Abuse Check
 - Act 114 – FBI Criminal Report
 - Act 67 - School Resource Officer
- ISOP and Welcome to GardaWorld Pre-assignment Training (12 hours)
- Initial OJT up to 48 hours per new officer. Additional training will be billable as incurred.

GARDAWORLD

garda.com

Augustine, John

From: Bryan Beppler <bbepppler@richlandtwp.com>
Sent: Friday, September 13, 2024 11:30 AM
To: Augustine, John
Subject: External - Greater Johnstown Career and Technology Center - SRO Request

Caution: This email originated from outside of the organization and may be malicious.

Hi John.

Per our phone conversation today, an informal estimated cost for a Richland Township Police Officer to perform School Resource Officer (SRO) duties:

\$100,000 / per school year
Full-time, 8 hours a day

Thank you.
Bryan

Bryan J. Beppler
Richland Township, Executive Director
322 Schoolhouse Road, Suite 110
Johnstown, PA 15904
Email: bbepppler@richlandtwp.com
Office: (814) 266-2922
Cell: (814) 955-2519
Fax: (814) 266-2024

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Tuition Students 26-27

New Students for 26-27

Tuition Students	Course	Grade	Atten	Bill	Start Date
Berlin Brothers Valley					
	APART	13			9/30/2024
NORTH STAR					
	DT	10			8/26/2026
	DT	11			8/21/2025
	DT	10			8/21/2025
	DT	11			9/3/2025
	DT	10			8/26/2026
	DT	12			8/26/2026
	DT	10			8/26/2026
	APART	13			8/22/2024
	MT	12			8/26/2026
	DT	11			8/25/2025
	POLY	10			8/26/2026
	DT	10			8/21/2025
PA CYBER					
CCA					
	Const	10			8/21/2025
	PTP				8/26/2026
	Cosm	11			8/21/2025
	Const	10			8/21/2025
	MT	10			8/21/2025
SHADE CENTRAL CITY					
	Lab	11			8/21/2025
	Const	11			8/21/2025
	Const	11			8/21/2025
	GMMD	11			8/21/2025

Greater Johnstown CTC Solar PV — Penelec Price to Compare (PTC) Savings Analysis

445 Schoolhouse Road, Johnstown, PA 15904 | Penelec Rate District — Rate Class: All-Electric School (H) / GS-Medium (PTC)

Compares actual solar PPA invoices (DLH to GJCTC) against what the same generation would have cost at Penelec's published Price to Compare for each billing period.

	Month	Generation (kWh)	Solar PPA Rate (\$/kWh)	Amount Paid to DLH (\$)	Penelec PTC Rate (\$/kWh)	Cost if Purchased at Penelec PTC (\$)	Savings from Solar (\$)	Savings (%)
2024								
	March	74,039	\$0.06500	\$4,812.55	\$0.11603	\$8,590.77	\$3,778.22	44.0%
	April	62,556	\$0.06500	\$4,066.12	\$0.11603	\$7,258.34	\$3,192.22	44.0%
	May	140,962	\$0.06500	\$9,162.50	\$0.11603	\$16,355.77	\$7,193.27	44.0%
	June	141,591	\$0.06500	\$9,203.40	\$0.10238	\$14,496.07	\$5,292.66	36.5%
	July	63,919	\$0.06500	\$4,154.75	\$0.10238	\$6,544.05	\$2,389.30	36.5%
	August	141,868	\$0.06500	\$9,221.39	\$0.10238	\$14,524.40	\$5,303.01	36.5%
	September	127,251	\$0.06500	\$8,271.30	\$0.10238	\$13,027.93	\$4,756.63	36.5%
	October	116,138	\$0.06500	\$7,548.97	\$0.10238	\$11,890.21	\$4,341.24	36.5%
	November	55,417	\$0.06500	\$3,602.11	\$0.10238	\$5,673.60	\$2,071.49	36.5%
	December	35,626	\$0.06500	\$2,315.69	\$0.10382	\$3,698.69	\$1,383.00	37.4%
	2024 Total	959,366		\$62,358.78		\$102,059.83	\$39,701.05	38.9%
2025								
	January	12,841	\$0.06500	\$834.63	\$0.10382	\$1,333.10	\$498.47	37.4%
	February	48,504	\$0.06500	\$3,152.75	\$0.10382	\$5,035.67	\$1,882.92	37.4%
	March	118,526	\$0.06570	\$7,787.16	\$0.10382	\$12,305.37	\$4,518.21	36.7%
	April	124,130	\$0.06570	\$8,155.33	\$0.10382	\$12,887.16	\$4,731.83	36.7%
	May	119,739	\$0.06570	\$7,866.83	\$0.10382	\$12,431.27	\$4,564.44	36.7%
	June	146,300	\$0.06570	\$9,611.92	\$0.11405	\$16,685.53	\$7,073.61	42.4%
	July	151,530	\$0.06570	\$9,955.54	\$0.11405	\$17,282.03	\$7,326.49	42.4%
	August	157,148	\$0.06570	\$10,324.61	\$0.11405	\$17,922.71	\$7,598.10	42.4%
	September	127,067	\$0.06570	\$8,348.27	\$0.11405	\$14,491.93	\$6,143.66	42.4%
	October	111,990	\$0.06570	\$7,357.76	\$0.11405	\$12,772.49	\$5,414.73	42.4%
	November	55,130	\$0.06570	\$3,622.04	\$0.11405	\$6,287.58	\$2,665.54	42.4%
	December	29,585	\$0.06570	\$1,943.73	\$0.12156	\$3,596.35	\$1,652.62	46.0%
	2025 Total	1,202,489		\$78,960.57		\$133,031.19	\$54,070.62	40.6%
2026								
	January	35,434	\$0.06570	\$2,328.06	\$0.12156	\$4,307.36	\$1,979.30	46.0%
	February	79,444	\$0.06570	\$5,219.47	\$0.12156	\$9,657.21	\$4,437.74	46.0%
	March	98,951	\$0.06630	\$6,560.42	\$0.12156	\$12,028.42	\$5,468.00	45.5%
	April	134,937	\$0.06630	\$8,946.31	\$0.12156	\$16,402.91	\$7,456.60	45.5%
	May	133,772	\$0.06630	\$8,869.07	\$0.12156	\$16,261.29	\$7,392.22	45.5%
	2026 Total	482,537		\$31,923.33		\$58,657.20	\$26,733.87	45.6%
	Grand Total	2,644,392		\$173,242.68		\$293,748.22	\$120,505.54	41.0%

Notes & Sources:

- Generation (kWh) and Amount Paid to DLH: Greater Johnstown CTC solar invoice records (GJCTC_Generation_to_Date.xlsx, provided by user).
- Penelec PTC rates: Commercial / All-Electric School, Church or Hospital (H) rate class, FirstEnergy PA Electric Service Tariff No. 1, Price to Compare Default Service Rate Rider (S)
- Rate-class assumption: the facility is billed on Penelec's "H" (all-electric school) or GS-Medium (PTC) schedule, which carry an identical published PTC in every period on record —
- 2026 data reflects invoices through May 2026 (latest available at the time of this analysis, July 2026).
- "Cost if Purchased at Penelec PTC" = actual generation × the PTC rate in effect for that billing period — i.e., what GJCTC would have paid Penelec for default generation supply for

Through 27 months of operation, the Solar Field has saved GJCTC approximately \$120,000 when comparing the amount paid for solar generation to Penelec's market rates. The original proposal from DLH estimated a total savings of approximately \$157,651 over the life the the 25 year power purchase agreement. Due to rising utility rates, GJCTC will surpass those savings in the Fall of 2026 with 22 years remaining on the agreement. Total savings over the life of the solar field are expected to surpass \$1 million.

Blue's Fire Extinguisher Service, Inc.
1241 Franklin St. Johnstown, PA 15905
Phone: 814-536-0056 ** Fax: 814-536-0093

QUOTE FOR AMEREX SUPPRESSION SYSTEM

3 – 18lb cylinders	1 - 45lb cylinder
4 – Brackets	4 – Control heads
1 – MRM	Detector brackets
Links	1 - Nitrogen cylinder
1 – Manuel pull station	Corner pullies
Cooper tubing	1 – Time delay
1 – 3-way nozzle	5 – Duct nozzles
5 – Plenum nozzles	2 – TFP nozzles
5 – ¾” Quick seals	3 – 1” Quick seals
1 – Horn and strobe	piping, conduit and fittings

Total price for this installation would be \$20,500.00.

LCB Mechanical Corporation

Fire Sprinklers*Special Hazards*Sales*Service*Installation*Inspection*24 Hour Service

Subject: GJCTC Paint Booth Chemical System

Attn: Estimating

LCB Mechanical Corporation is pleased to submit this proposal for the subject mentioned above.

This is a quote to adjust the fire protection system at GJCTC, located at 445 Schoolhouse Rd. Johnstown, PA 15904. The Project will be completed in accordance with NFPA 13, the latest edition of the IBC, and will be DOH compliant.

Base Bid: \$27,895.00

If PE Stamped Drawings are Required – Add \$550.00

The above quoted proposal fee includes the following:

- Complete FK-5-1-12 Clean Agent Fire Suppression and Detection System Installation
- 1 Fan Test Service Call

Power shall be provided by others.

The above quoted proposal fee may be altered if any hazards or the scope of work were to change.

Please review the above outlined proposal and feel free to contact us if you have any further questions or concerns regarding this project.

We appreciate the opportunity to do business with you and look forward to working with you in the future.

Sincerely,

Matt Monko
1214 Graham Ave.
Windber, PA 15963
PO BOX 390
mattmlcbmech@yahoo.com
Phone: (814)509-6316



LIBERTY FIRE SOLUTIONS

June 26, 2026

FACTORY CERTIFIED AMEREX INDUSTRIAL FIRE SUPPRESSION SYSTEM INSTALLATION COST POPOSAL

Liberty Fire Solutions, LLC is an Amerex Distributor and a Certified Factory Trained and Licensed Installer

Customer:

Greater Johnstown Career and Technology Center
445 Schoolhouse Road
Johnstown, PA 15904

Installation Location: (LAHJ)

Same

We are pleased to submit the following specifications and estimate for the above-mentioned location. Pricing includes plans and testing procedures as required.

This Commercial Industrial Paint Booth Fire Suppression System Agreement (the Agreement) is entered into as of the date signed by the Customer, between Liberty Fire Solutions, LLC. (Company) and the Customer (as identified above). This Agreement provides only for the Equipment and Services identified and described in this Agreement.

ALL QUOTES ARE SUBJECT TO THE SITE INSPECTION AND UNFORESEEN FIELD CONDITIONS THAT MAY VARY FROM PLANS OR DIRECTIONS AND THE COST COULD INCREASE. EXISTING & CURRENT DRAWINGS.

If a tariff results in an increase in material costs, the quoted price for those materials will be adjusted accordingly. By approving this quote, the customer acknowledges and agrees to pay any additional costs related to applicable tariffs.

1. AMEREX INDUSTRIAL PAINT BOOTH UL 300 FIRE SUPPRESSION INSTALLATION:

Provide necessary labor and material to perform the installation of an Amerex **Industrial Paint Booth UL 300 Compliant ABC Dry Chemical Fire Suppression System**. All electrical wiring such as shutdowns & local alarm bell is to be done by others. **The booth cannot be used during the time of the installation.**

The cost of the installation will be a charge of.... **\$25,187.00**

EXCLUSIONS:

Electrical Circuitry & Controls to Fans, Electrical Equipment Shut Offs Shunt Trip Breakers, Building Fire Alarm Bell System Interlock and Annunciation, Overtime or Scale Labor, Plumbing, cutting, paint or patching. **Pricing includes a single final inspection test. If for any reason out of our control the inspection test fails, additional charges and re-inspection fees shall be billed and must be paid by the Customer in addition to this contract.**

COMPLETION:

Liberty Fire Solutions, LLC will not be responsible for delays caused by other trades, strikes, weather or any other conditions beyond our control. **Proposed work is to be accomplished during normal working hours. The booth and paint mixing room cannot be used during the time of the installation.**

TERMS: A 50% deposit is required upon signing the agreement in order to schedule the work. Liberty Fire Solutions, LLC may invoice you as progress is made on the job and that progress billing is due upon receipt. Liberty Fire Solutions, LLC typically invoices the final 10% once the final testing of the job has been completed. That final invoice needs to be paid before any lien release can be provided and is due upon receipt. This proposal is valid for 30 days and Liberty Fire Solutions, LLC reserves the right to revise this proposal if it's not accepted within thirty (30) days. Sales tax is not included in the above stated price and will be charged in addition to the above prices. If your company is tax exempt, please provide tax exempt or resale certificate, otherwise sales tax will be assessed and must be paid.



LIBERTY FIRE SOLUTIONS

*We accept MasterCard®, VISA® and American Express® cards for credit approval and expedited order processing.

*If Customer has provided a credit card to pay for the deposit or any other part of this contract, Customer is also authorizing Company to process all remaining amounts due on this contract to that credit card immediately when invoiced.



CUSTOMER CREDIT CARD INFORMATION

Name on Card	Card Type -Name	Expiration Date	Authorization Code CVV2#	Email:
Credit Card Number		Signature:		
Billing Address on Card		City	State	Zip Code

CHANGES AND DELAYS:

If purchaser delays or interrupts the progress of the work, or in any way causes changes to be made, the purchaser shall reimburse the Liberty Fire Solutions, LLC for any additional material and labor expense resulting from such changes. If Liberty Fire Solutions, LLC is unable to complete work or perform the final inspection on an agreed upon and scheduled date due to the job site not being available or ready for the installation without 24 hours advance notice of cancellation, the Customer is responsible for paying a full day of labor for the assigned technicians. **Pricing includes a single final inspection test. If for any reason out of our control the inspection test fails, additional charges and re-inspection fees shall be billed and must be paid by the Customer in addition to this contract.**

Please Note the Following: Installation of the Equipment must occur within sixty (60) days after this Agreement is signed by the Customer. If installation does not occur within that time through no fault of the Company, then Company shall have the right, in its sole discretion, to terminate this Agreement with no liability whatsoever or charge the Customer an additional reasonable fee for any increased costs to Company for any materials or labor, which Customer hereby agrees to pay.

BY SIGNING BELOW, THE CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED A COPY OF THIS AGREEMENT AND HAS READ AND UNDERSTOOD THIS AGREEMENT ALONG WITH ITS GENERAL TERMS ON THE FOLLOWINGS PAGES.

Customer Signature: _____ Date: _____

Customer Name (please print): _____

By: _____



LIBERTY FIRE SOLUTIONS

GENERAL TERMS

1. **LIMITATION OF COMPANY'S LIABILITY.** IF THE COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, GROSS NEGLIGENCE IN STATES WHERE COMPANY CAN LIMIT ITS LIABILITY FOR GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, STRICT PRODUCT LIABILITY, INDEMNIFICATION OR CONTRIBUTION, OR ANY OTHER THEORY OF LIABILITY ARISING IN ANY WAY FROM THE SALE, DESIGN, OR INSTALLATION OF THE EQUIPMENT AND SERVICES CONTRACTED-FOR UNDER THIS AGREEMENT, OR ANY OTHER EQUIPMENT OR SERVICES WHICH THE CUSTOMER CLAIMS WERE PROVIDED OR SHOULD HAVE BEEN PROVIDED UNDER THIS AGREEMENT, THE COMPANY'S MAXIMUM LIABILITY WILL BE LIMITED TO A SUM EQUAL TO THE FEES AND CHARGES UNDER THIS AGREEMENT, COLLECTIVELY FOR COMPANY, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE. THE COMPANY WILL ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY THE CUSTOMER AND THE COMPANY. IF THE COMPANY DOES SO, A RIDER WILL BE ATTACHED TO THIS AGREEMENT.

THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR, AMONG OTHER THINGS, LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; BUSINESS INTERRUPTION, GOVERNMENT FINES AND CHARGES; PERSONAL INJURIES OR DEATH; ECONOMIC DAMAGES; NON-ECONOMIC DAMAGES; PAIN AND SUFFERING; LOSS WAGES; LOSS OF EARNING CAPACITY; CROSS-CLAIMS AND OTHER CLAIMS FOR INDEMNITY AND CONTRIBUTION; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS LIMITATION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE).

2. **INSURANCE.**

The Customer understands that the COMPANY IS NOT AN INSURER. The Customer is responsible for obtaining all insurance the Customer thinks is necessary, including coverage for personal injury and property damage. The payments the Customer makes under this Agreement are not in any way related to the value of the Premises or the Customer's possessions or people on the Premises. The Customer releases the Company from any liability for any event or condition covered by the Customer's insurance. This provision is also known as waiver of subrogation provision.

3. **CUSTOMER'S PROTECTION OF COMPANY.**

This Agreement is intended only for the Customer's benefit. Therefore, the Customer agrees to protect, indemnify, defend, release and hold harmless the Company and the Company's related parties (including payment of reasonable attorneys' fees and court costs), from liability against all third party claims or losses (that is, any person or entity which is not a party to this Agreement) brought against the Company which in way relate to the sale, design, or installation of the equipment and services contracted-for under this agreement, or any other equipment or services which the customer claims were provided or should have been provided under this agreement. The Company's related parties include the Company's employees, agents and subcontractors. This protection/indemnity covers claims against the Company arising under contract, warranty, Company's own negligence or gross negligence in states in which Company can obtain indemnification against its own gross negligence, negligent misrepresentation, strict product liability, cross-claims or other claims for indemnification or contribution, or any other theory of liability.

4. **CUSTOMER'S DUTIES/RESPONSIBILITIES.**

Customer is solely responsible for the service, maintenance, repair, inspection, testing and cleaning (INCLUDING REMOVAL OF GREASE, DEBRIS, OR OTHER MATERIALS FROM ALL BOOTH, DUCT AND PLENUM AREAS) of the Equipment and related Equipment before and after the installation whether it is pre-existing or sold and installed by Company per this Agreement. Customer is solely responsible for contracting to have its fire suppression system inspected and the exhaust hood, inspected, serviced and maintained according to NFPA, local authority and manufacturer requirements. Customer is responsible for ensuring that the booth, duct and plenum meet NFPA code requirements and agrees and understands that Company is not installing the fire system or providing any guarantee about the condition, proper installation or code compliance of the booth, duct, plenum and exhaust fan systems.

On the agreed-up date and time for installation of the Equipment, Customer must provide Company, at its sole cost and expense, with free and clear access to the area where the Equipment is to be installed, and all equipment, personal property or any and all other obstacles must be removed by Customer prior to the installation of the Equipment.

Customer is solely responsible for the structure, and the integrity of that structure, where the Equipment is to be installed. Customer understands and agrees that, while Company is installing the Equipment, damage may inevitably occur to the structure, equipment, appliances and other furnishings (including, without limitation, damage to the paint booth, duct, exhaust fan, walls, roof, ceilings and finishes) during the installation process. Company assumes no liability or responsibility whatsoever for any such damage, or any further damage which may result therefrom. Company may, in its sole discretion, choose to terminate this Agreement with no liability whatsoever to the Customer in the event Company deems the structure to insufficient or inadequate for the Equipment.

After installation of the Equipment, Customer is responsible, at its sole cost and expense, for the completion of all repairs or finishes to the structure, such as painting and/or patching, ceiling work or structural work. Customer understands and agrees that the Equipment is designed solely to suppress a fire within the automotive booth, duct and plenum provided that it is being used solely for its intended purpose. The fire suppression Equipment will not suppress a fire outside of the booth area and material in the coverage area that is not covered by ABC dry chemical. Customer is solely responsible to any and all third parties, including other tenants in the building where the Equipment is being installed, for any nuisance, noise, visual or audible distractions, odors or emissions which may be caused by the Equipment.

In the event of (i) a delay in the Installation Date through no fault of the Company; (ii) interruption during of progress during installation through no fault of the Company; or (iii) the Customers fails, on the Installation Date, to provide Company with free and clear access to the area where the Equipment is to be installed as aforesaid, then Company shall have the right, in its sole discretion, to terminate this Agreement with no liability whatsoever to the Company or charge the Customer additional reasonable fees, which Customer hereby agrees to pay.



LIBERTY FIRE SOLUTIONS

5. LIMITED WARRANTY.

For 12 months from the date of the commencement of the installation of the Equipment, the Company warrants that if any part or component is defective and does not work, Company will, at its sole option, repair or replace that part or component only and at no charge to the Customer. During any Warranty work, Customer must, at its sole cost and expense, provide Company with free and clear access to the area to be repaired or replaced and Customer is solely responsible for the structure, the integrity of that structure, and any repairs to the structure, where the Warranty work takes place. THE CUSTOMER MUST CONTRACT WITH THE COMPANY FOR A ONE YEAR INSPECTION AGREEMENT ON THE FIRE SUPPRESSION SYSTEM AND EXHAUST FAN FOR THIS WARRANTY TO APPLY. IF THIS CUSTOMER DOES NOT DO SO, THIS WARRANTY IS VOID. COMPANY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY AND ALL SUCH WARRANTIES BEING EXPRESSLY WAIVED UNDER THIS AGREEMENT.

6. CONTRACT EXCLUSIONS. CUSTOMER UNDERSTANDS AND AGREES THAT, UNLESS IT SEPARATELY CONTRACTS IN WRITING WITH COMPANY, THE FOLLOWING ARE EXCLUDED FROM THIS AGREEMENT: Service, Maintenance, Repair, Inspection, Testing and Cleaning (INCLUDING REMOVAL OF GREASE, DEBRIS OR OTHER MATERIALS FROM THE HOOD(S)), Fire proofing of exhaust duct work, Painting, Patching, Caulking, Sealing, Electrical Power Wiring, Breakers & Circuits, Shunt Trips, Scale or Union Labor, Prevailing Wage Rates, Structural Support Systems, Gas Plumbing and all other exclusions and limitations set forth in this Agreement. ALL OF THE FOREGOING SHOULD BE PERFORMED BY OTHER SPECIALISTS OF CUSTOMER'S CHOICE AND HIRE.

7. CUSTOMER'S DEFAULT. The Customer agrees to pay the Fee and Charges under this Agreement as and when due. In the event the Customer fails to pay, as agreed, the Company will give the Customer written notice of default. If the Customer does not cure the default within 10 days of the date of the notice, the Company can terminate this Agreement. If the Company terminates this Agreement, the Customer must pay the Company (a) all amounts then due and fifty percent (50%) of all amounts to become due and owing under this Agreement, if any; and (b) the Company's reasonable collection costs, including attorneys' fees and costs.

In addition to the foregoing remedy, the Customer agrees to pay Company a finance charge of one and one-half (1-1/2%) percent (eighteen (18%) percent per year) on all obligations not paid within ten (10) days of the due date.

In the event this Agreement is terminated for any reason, then the following provisions shall survive the termination and continue with full force and effect: Limitation of Company's Liability, Insurance, Customer's Protection of Company, and Limitation of Lawsuits/Jury Trial.

8. TRANSFERS. The Customer cannot transfer or assign this Agreement without the Company's consent.

9. LIMITATION ON LAWSUITS/ JURY TRIAL.

The Customer must bring any lawsuit against the Company within one (1) year after the act, omission or event occurred upon which the lawsuit is based. If the Customer does not, the Customer has no right to sue the Company and the Company has no liability to the Customer for that claim. It is critical that the Customer bring any claim in a timely manner. Time is of the essence. THE COMPANY AND THE CUSTOMER BOTH GIVE UP THEIR RIGHT TO A JURY TRIAL.

10. MISCELLANEOUS.

This Agreement is governed by law of the State where the Premises is located. The Customer has the authority to sign this Agreement and in doing so will not violate any other agreement. The terms and conditions of this Agreement shall prevail notwithstanding the terms and conditions of any order form, purchase order, or other document submitted by the Customer and any such terms and conditions are expressly disclaimed and shall be of no force and effect. That is, it is the intent of the parties that this Agreement, and only this Agreement, shall govern the terms and conditions relating to the Inspection Services. If any provision of this Agreement is found to be invalid, the remaining provisions are still effective. This Agreement cannot be modified without the written consent of both Customer and Company. This Agreement contains the entire understanding between the Customer and the Company and replaces any other documents or discussions the Company previously had with the Customer.

BY SIGNING BELOW, THE CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED A COPY OF THIS AGREEMENT AND HAS READ AND UNDERSTOOD THE ENTIRE AGREEMENT, INCLUDING THESE GENERAL TERMS.

Customer: _____

AUTHORIZED REPRESENTATIVE