

Work/General Purposes Meeting
Monday, July 6, 2026 7:00 PM Eastern

Governor Mifflin Education Center
10 South Waverly Street
Shillington, PA 19607

Betsy Adams: Present
Heather Bouchard: Present
Caryn Friedlander: Present
Michelle Heim: Present
Ralph Kabakoff: Present
Janemarie McKay: Present
Laurie Miller: Present
Lisa Peterson: Present
Michele Roby: Absent

Present: 8, Absent: 1.

1. Meeting Opening

1.1. **Call to Order**

1.2. **Pledge of Allegiance**

1.3. **Roll Call**

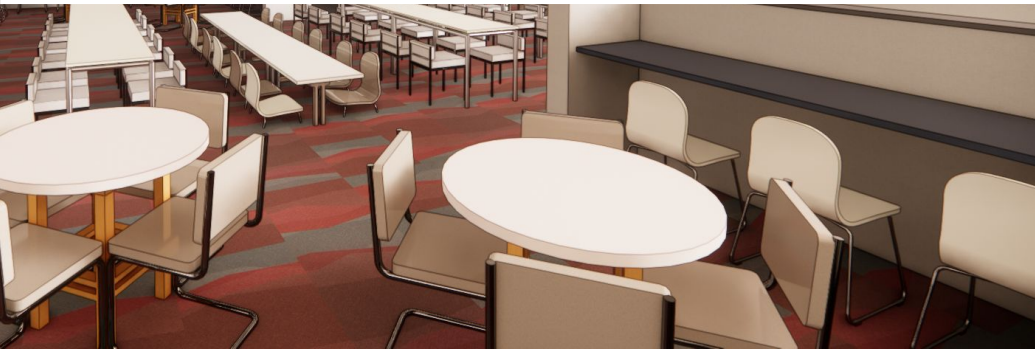
1.4. **Executive Session Announcement**

2. Presentations

2.1. Burkey Construction Update - Ben Ross



GOVERNOR MIFFLIN PROJECT UPDATE



UPDATES – MIDDLE SCHOOL

The primes are completion the Choral and Keyboard areas.

Finishes are wrapping up on the Bridge.

Renovations have started in the Band space.

New ceiling grid, tile, and flooring are being installed in
select Corridors.

The renovations of the Science Classrooms are underway.

The renovation of the new LGI/Autistic Support/SGI and
Art Room is underway.

Various exterior and site work continues to be ongoing.

UPDATES – HIGH SCHOOL

Aux Gym Locker Rooms are currently being renovated.

The renovations of the Science Classrooms are underway.

The renovation of the new Band Suite, located in the Old Cafeteria, has begun.

OAC Communication and Coordination

- Because of the urgency of the summer work, we have moved from bi-weekly to weekly meetings with the primes to discuss schedule/coordination/manpower.
- We are doing check-ins with the architect & engineer multiple times a week to discuss any open RFIs/submittals and to finish the punch list for completed phases.
 - Burkey is providing daily manpower reports, construction summaries, and photos to keep everyone in the loop regarding the progress.





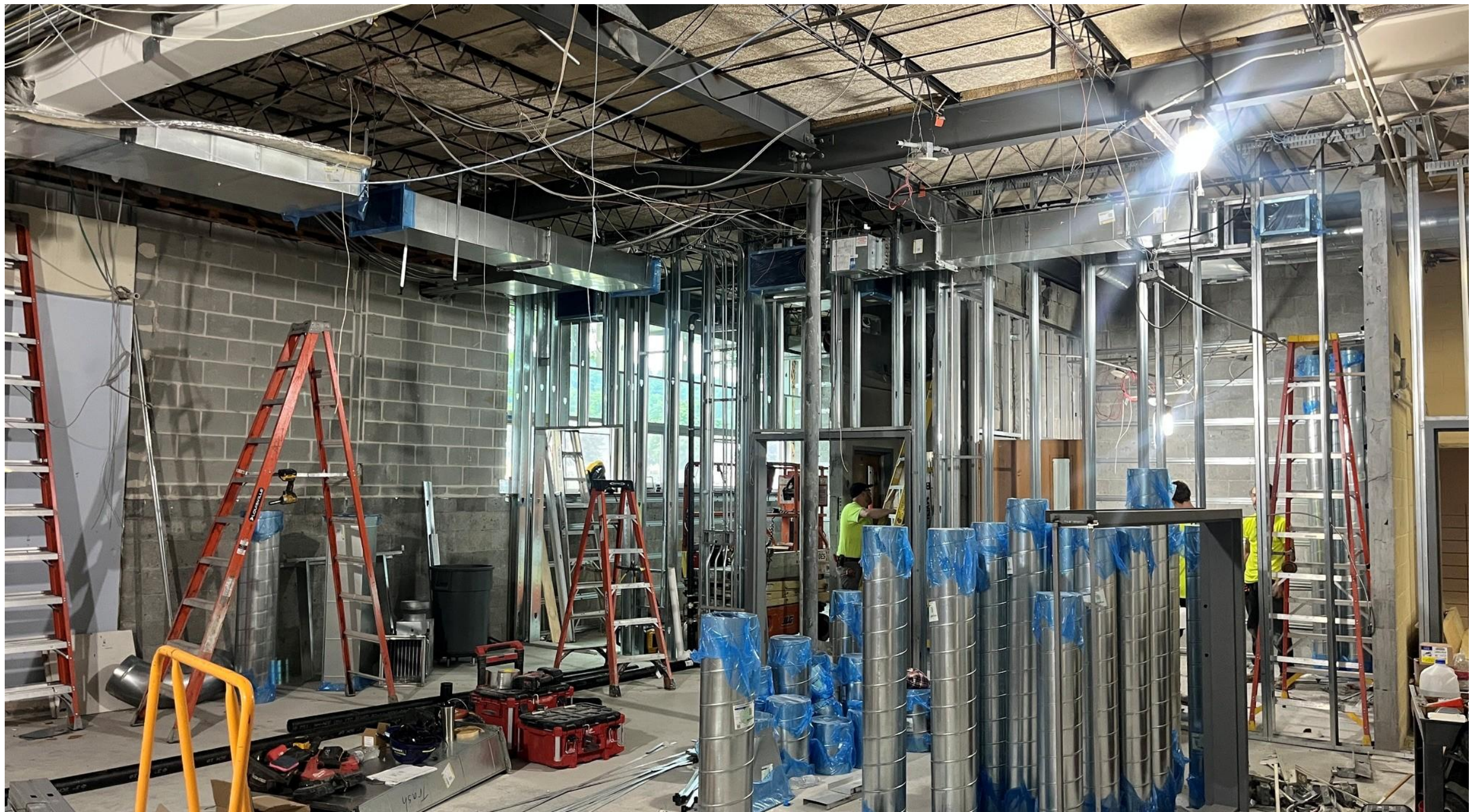












CURRENT BUDGET



GOVERNOR MIFFLIN SCHOOL DISTRICT RENOVATIONS TO HIGH SCHOOL & MIDDLE SCHOOL



PRE-BID BUDGET SUMMARY		
Construction Costs		
High School	\$	13,121,783
Middle School	\$	10,925,300
Middle School Fire Protection	\$	900,000
	\$	24,947,083
Alternates		
Alt #1 - Exterior Storefront	\$	74,110
Alt #2 - Lancaster Ave Storefront	\$	134,147
	\$	208,257
TOTAL CONSTRUCTION COSTS	\$	25,155,340
Contingencies (Design, Construction, Escalation)	\$	1,602,107
Testing & Inspections	\$	50,000
Builders Risk Insurance	\$	50,272
TOTAL BUDGET	\$	26,857,719

POST-BID BUDGET SUMMARY		
Bid Results: Apparent Low Bids		
General Trades	\$	10,398,000
Plumbing	\$	1,274,000
HVAC	\$	6,344,000
Electrical	\$	4,811,000
Fire Protection	\$	649,730
	\$	23,476,730
Accepted Alternates		
GC-1: MS Alum. Entrance	\$	122,900
GC-2: MS Alum. Corr. C07	\$	113,390
MC-1: NRG Controls	\$	(35,000)
	\$	201,290
TOTAL CONSTRUCTION COSTS	\$	23,678,020
(Total of Bids and Accepted Alternates)		
Recommended Contingency	6% \$	1,408,604
Testing & Inspections	\$	50,000
Builders Risk Insurance (Get actual price)	\$	50,272
TOTAL CONSTRUCTION BUDGET	\$	25,186,896

Amount Under Budget \$ 1,670,823

QUESTIONS?

2.2. First View Update - Kelly Price

3. **Board Discussion Items**

3.1. No scheduled items

4. **Public Comment**

5. **Board Business**

5.1. **Saxton & Stump 2026-2027 Terms of Engagement**

SAXTON & STUMP

LAWYERS AND CONSULTANTS

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Email: jlitts@saxtonstump.com

May 20, 2026

Dr. Lisa Hess, Superintendent
Governor Mifflin School District
10 S. Waverly Street
Shillington, PA 19607

RE: 2026-2027 Terms of Engagement

Dear Dr. Hess:

We have been proud to partner with the Governor Mifflin School District (“District”) to provide tailored advice that confronts your diverse needs. Saxton & Stump, with me as principal counsel, would be pleased and honored to continue to serve as Solicitor to the District for the 2026-2027 fiscal year. The information below will summarize our proposed fee arrangement for the 2026-2027 fiscal year.

As in the past with limited exceptions, our fees will be based on hourly rates, with increments of 1/10 of an hour for time devoted to District matters. The scope of the legal services we provide you will be the same scope of services we provided to you previously, namely as solicitor for the District and any and all other services mutually agreed upon by all parties.

Historically, we have issued an annual re-engagement letter to clients establishing the applicable hourly rates for the next year. Please understand that the rate adjustments listed below are intended to remain consistent with our longstanding practices. As in the past, we do not require any retainer payment. Further, the fees listed below align with our continuing commitment to ensure that there is no market variation in rates across clients. In future years, hourly rates will be reviewed and adjusted periodically to reflect increased experience, the special expertise of the professionals, and the inflationary cost increases affecting our profession. Our proposed hourly rates are as follows:

\$295.00 for Shareholders
\$275.00 for Senior Counsel
\$210.00 for Associates
\$120.00 for Paralegals or other professionals

Insurance Defense Work

When a claim or pre-claim is made, the defense costs for our work as your attorneys may be covered in part or in whole by your insurance company. In insurance defense work, most commonly in special education (due process complaints), employment, and other liability cases, the insurance company covering such defense costs typically only reimburses defense counsel fees at a reduced rate that they negotiate with the individual law firm. Thus, our regular rates for that work (outlined above) will be billed to you directly on an insurance matter until the deductible is met (at the fee rate prescribed by the insurance company). Thereafter, you are expected to pay our monthly bills at the rates listed above, and we then will (1) work directly with the insurance company to ensure appropriate updates, budgets, and case analyses; (2) monitor application of any insurance deductible and/or cost-sharing requirements; and (3) regularly submit claims for your reimbursement at the negotiated insurance rates on your behalf to the insurance company, with the appropriate insurance codes. In all cases in which insurance coverage may be available, the ultimate responsibility for payment of our charges will remain with you.

Bond Work and Fee

Any work we do as bond counsel will be billed on a flat fee basis with the fee to be determined at the time of issuance and will be dependent upon the size and type of issue.

Saxton & Stump operates as a Firm - a client who retains a particular lawyer in fact retains the entire Firm and has at his or her disposal all the expertise and resources that the Firm can bring to bear. Therefore, from time to time, I may seek assistance from or assign primary responsibility for a project to another lawyer who has significant experience in the area involved and who is for that reason in a position to do the work as efficiently as possible. In assigning work within the Firm, I will obviously strive as I always have to achieve the most efficient mix of seniority and expertise, with the goal of providing the most effective representation to our clients on an economical and cost-efficient basis.

It is Saxton & Stump's practice to forward periodic statements monthly. Invoicing terms are Net 15 unless another arrangement has been discussed and agreed to in advance.

We look forward to continuing to provide you and the District with the region's most responsive, collaborative, efficient, creative, and effective counsel. That said, please do not hesitate to contact me or a member of our firm if you should have any questions or comments regarding our ability to be:

- Responsive and reply to your inquiries within a 24-hour period;
- Collaborative in using our interactive team-based approach to provide you with the most comprehensive and up-to-date service;
- Efficient by staying abreast of upcoming policy and legislative developments;
- Creative in providing problem-solving legal support in the face of today's changing educational landscape; and
- Effective in offering tailored training and consultation that allows you to effectively implement the right approach in your district.

If this is acceptable to you, please kindly sign a copy of this letter where indicated and return it to me at your earliest convenience. By signing below, you are agreeing to the terms of this engagement letter. We value our partnership with the District and are very pleased to have this opportunity to be of service and to continue to work with you. Thank you!

Very truly yours,

SAXTON & STUMP

/s/: Jeffrey D. Litts

Jeffrey D. Litts, Esq.
Shareholder

I have read and understand the terms and conditions set forth in this letter and agree to them.

Accepted and agreed to on this _____ day of _____, 2026.

Governor Mifflin School District

Dr. Lisa Hess, Superintendent

General Provisions

Except as modified by the accompanying engagement letter, the following provisions will apply to the relationship between Saxton & Stump and our clients:

The time for which a client will be charged will include, but will not be limited to, telephone and office conferences with a client and counsel, witnesses, consultants, court personnel, and others; conferences among our personnel; factual investigation; legal research; responding to clients' requests to provide information to auditors in connection with reviews or audits of financial statements; drafting of letters, pleadings, briefs, agreements, and other documents; travel time; waiting time in court, closings, or elsewhere; and time in depositions and other discovery proceedings.

From time to time, internal conferences on a client's matter will take place among our personnel, and two or more may attend such conferences. It is our experience that this practice facilitates communication, improves the quality of the work, and ultimately is more efficient and economical.

In addition to our fees, we will be entitled to payment or reimbursement for disbursements and other expenses incurred on behalf of a client such as photocopying, messenger and delivery, air freight, computerized research, videotape recording, travel (including mileage, parking, airfare, lodging, meals, and ground transportation), long-distance telephone calls, telecopying, postage, court costs, transcripts, and filing fees. To the extent that we directly provide any of these services, we reserve the right to adjust the amount we charge, at any time or from time to time, as we deem appropriate, considering our direct costs, our estimated overhead allocable to the services, and outside competitive rates. Unless special arrangements are made, fees and expenses of others (such as experts, investigators, witnesses, consultants, and court reporters) and other large disbursements (more than \$300) will not be advanced by our firm and will be the responsibility of, and paid directly by, the client.

Although we may, for a client's convenience, furnish estimates of fees or expenses that we anticipate will be incurred on a client's behalf, these estimates are subject to unforeseen circumstances and are by their nature inexact. We are not bound by any estimates except as otherwise expressly set forth in the engagement letter or otherwise agreed to by us in writing.

Either at the beginning or during our representation, we may express our opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any attorney or other employee of our firm is intended to be an expression of opinion only, based on information available to us at the time, and is not a promise or guarantee of any particular result.

A client shall have the right at any time to terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve the client of the obligation to pay for all services rendered and disbursements and other expenses made or incurred on behalf of the client prior to the date of termination and for services rendered and expenses incurred after such

date to the extent they are required to protect our client's interests or as may be required by appropriate authorities.

We reserve the right to withdraw from our representation with our client's consent or without consent for good cause. "Good cause" may include the client's failure to honor the terms of the engagement letter, the client's failure to pay amounts billed in a timely manner, the client's failure to cooperate or follow our advice on a material matter, or any fact or circumstance that would, in our view, impair an effective attorney-client relationship or would render our continuing representation inappropriate, unlawful, or unethical. If we elect to do so, the client will take all steps necessary to free us of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and disbursements and other expenses made or incurred on behalf of the client prior to the date of withdrawal and for services rendered and expenses incurred after such date to the extent they are required to protect our client's interests or as may be required by appropriate authorities.

We have found that our clients have become increasingly reliant upon various forms of electronic communication, such as e-mail, cellular telephones, other Internet communications, and electronic telefax (collectively, "Electronic Communications"), for purposes of day-to-day business communications. We note, however, that Electronic Communications may be inherently less secure than some traditional methods of communication (hard-wired telephones and telefax, U.S. mail, and commercial couriers, for example) and involve a risk of interception by unauthorized third parties. We understand that, because of the convenience and efficiency of Electronic Communications, you are willing to accept the risk of unauthorized interception and authorize us to communicate with you (and with others with whom we have dealings in connection with the matters we are handling for you) by means of Electronic Communications, unless you advise us in writing to the contrary.

We will maintain any necessary documents (including any electronic copies) relating to this matter in our client files. Once our engagement in this matter is concluded, we will send you notice advising that the engagement is over. You may thereafter direct us as to which, if any, of the documents in our files you wish us to make available to you. These documents will be delivered to you within a reasonable time after receipt of payment for outstanding fees and costs, subject to applicable rules of attorney conduct. We will retain any remaining documents in our files for a certain period, after which we will destroy them in accordance with our file retention guidelines.

Following the completion of this matter, the firm will not be precluded from accepting any other engagement on behalf of a client that may be adverse to you if such engagement is unrelated to the scope of our representation in this matter as described above and provided, of course, that any and all information that may be disclosed to the firm in the course of this matter shall not be disclosed to any former, current or future client of the firm.

6. **Finance**

6.1. **Final Budget Transfers for 2025-2026**

6.2. **District-Initiated Tax Assessment Appeals**

7. **Human Resources (*VOTING*)**

7.1. **Amernis Education Staffing Agreement 2026-2027**



EDUCATION MASTER SERVICES AGREEMENT

This Education Master Services Agreement (hereinafter "Agreement") is entered into on this ("**Effective Date**") August 1, 2026, by and between **Governor Mifflin School District** located at 10 South Waverly Street Shillington, Pennsylvania 19607, referred to in this Agreement as ("Customer"), and **Amergis Healthcare Staffing, Inc.**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 2208 Quarry Drive, Suite 101, Reading, PA, 19609, United States of America referred to in this Agreement as ("Amergis"). Customer or Amergis may be referred to herein as a "Party" or jointly as the "Parties."

RECITALS

WHEREAS, Customer operates a School located in Pennsylvania and wishes to engage Amergis to provide personnel to supplement Customer's staff;

WHEREAS, Amergis operates a staffing agency that provides supplemental staffing services to its customers; and

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, and intending to be legally bound, Customer and Amergis hereby agree to the following terms and conditions.

ARTICLE I. DEFINITIONS

1.1. Definitions. As used in this Agreement, the following terms shall have the meanings specified below unless the context otherwise requires. Capitalized terms, acronyms and phrases used in the staffing industry (i.e. HR) and business process outsourcing services, industries or other pertinent business context that are not defined will be interpreted in accordance with their then-generally understood meaning:

"Assignment Confirmation" is a document specifying additional details and Bill Rate for any individual Personnel matched for the Customer.

"Bill Rate" means the rates billed to Customer for Work pursuant to this Agreement, any Statement of Work, subsequent Amendment or any Assignment Confirmation.

"On Call/Call Back Rates" means those rates, as applicable and as more specifically set forth on the Assignment Confirmation, for hours where Personnel may be called back for previously unscheduled hours to the Work Site to perform assigned duties.

"Out of School and Off-Site Work" is defined as Work conducted by Personnel outside of normal school hours, whether that be after the school day or during any breaks in the school year, or off-site. These types of requests generally include but are not limited to school day length field trips, extended field trips surpassing the length of the school day, overnight field trips, weekend field trips, summer and weekend camps, one-day field trips.



“Personnel” means clinical and other school-based professionals, behavioral, educational assistance, and instructional employees of Amergis, providing Services to Customer under Customer’s direction and control pursuant to the terms of this Agreement.

“Plan” means any student-specific written plan developed to support the student’s educational, behavioral, or medical needs, including: (a) a Behavior Intervention Plan (BIP), which is a written improvement plan created for a student based on the results of a Functional Behavior Assessment; (b) an Individualized Education Program (IEP), which is a plan developed under the Individuals with Disabilities Education Act (IDEA) to provide eligible students with special education and related services designed to enable the student to make progress appropriate in light of the student’s unique circumstances; and (c) an Individual Health Plan (IHP), which addresses a student’s medical needs and may include physician orders, and whose medical services may be incorporated into a student’s IEP or Section 504 Plan when such services are necessary for the student to benefit from education.

“Services” means the temporary staffing services provided to Customer by Amergis as detailed in Article III.

“Supplies” means any and all necessary supplies to be used in administering and/or providing Work to student(s), including, but not limited to personal protective equipment (“PPE”).

“Week” or **“Invoicing Week”** as used herein means a seven-day period beginning Sunday and ending Saturday. Amergis timekeeping considers all shifts as occurring completely on the day in which the shift begins.

“Work” means the services, duties, and tasks performed by Personnel for Customer at a Customer Work Site, carried out at Customer’s direction and under Customer’s management, control, and supervision.

“Work Site” means any location Customer assigns Personnel to render Work.

ARTICLE II. TERM

2.1 Term. This Agreement will commence on the Effective Date and will continue for a school calendar year.

2.2 Renewal. This Agreement shall automatically renew at the end of the term for successive three (3) year terms unless either Party provides written notice at least thirty (30) days prior to the end of the term or renewal term, as applicable, of such Party’s decision not to automatically renew this Agreement.

ARTICLE III. NATURE AND SCOPE OF SERVICES

3.1 Staffing Services. Amergis will use its best efforts to recruit, screen, onboard, and assign Personnel to Customer as described herein and any applicable Statement of Work to perform Work under Customer’s management and supervision at a school Work Site or another Customer-controlled environment. Customer will direct, oversee, and supervise the Work performed by such Personnel. Customer is responsible for ensuring that the Work it directs Personnel to perform is appropriate under applicable scope-of-practice laws and professional standards.



3.2 Onboarding Requirements. Amergis will onboard Personnel consistent with the criteria detailed in Attachment “B”.

3.3 Amergis as Employer. Amergis acknowledges and agrees that its Personnel are Amergis employees and shall be treated as such and not as employees of Customer. Amergis agrees that it (i) is responsible for providing any wages or other benefits to its Personnel; (ii) will make all appropriate tax, social security, Medicare, and other withholding deductions and payments with respect to its Personnel; (iii) will provide workers’ compensation insurance coverage for its Personnel; (iv) will make all appropriate unemployment tax payments with respect to its Personnel; and (v) will take any additional actions legally required to establish that the Work provided under this Agreement are employees of Amergis.

3.4 Availability of Personnel. The Parties agree that Amergis’ duty to supply Personnel is subject to the availability of qualified Personnel. The failure of Amergis to provide Personnel shall not constitute a breach of this Agreement if the requested Personnel are not available. To the extent that Amergis is unable to provide the modality of Personnel requested by Customer, Amergis will provide Customer with a higher skilled Personnel. Amergis will bill Customer at that Personnel’s fair market value rate for the modality provided.

ARTICLE IV. WORK, WORK SITE REQUIREMENTS AND OBLIGATIONS

4.1 Plan Implementation. Customer is responsible for directing and supervising the Work provided by Personnel to students, including any students with medical disabilities. Customer will make available to Personnel, and upon request to Amergis, the applicable Plan(s). Customer shall provide student specific orientation for the requirements of the Plan(s). If the student requires school transportation, Customer shall assess whether the student’s disability would allow for safe transport by Customer, and will make all determinations on Placement of Personnel to implement safe transport of both student(s) and Personnel. Customer shall provide all assessments and protocols to Amergis prior to Personnel accompanying a student for transport. Amergis reserves the right to deny a transportation request, in the event there is a concern for safety or other circumstances. In the event, Customer determines transport is safe, Customer shall orient Amergis Personnel on the transportation and emergency protocol(s).

4.2 Orientation and Evaluation. Customer will provide Personnel with orientation of Customer’s policies, procedures and School Work Site specific training. Customer will provide School Work Site specific emergency protocol training for all student’s with a medically related disability. Customer will perform evaluations of Personnel annually and provide documentation of the evaluation to Amergis. If Customer identifies area for improvement for any Personnel, Customer will collaborate with Amergis to provide additional resources for training and orientation.

4.3 Supplies. Customer will provide all necessary Supplies to Personnel in performance of this Agreement. Customer shall be responsible for disposing of all medical waste and biohazard produced by the Work and will comply with all applicable local, state, and federal rules, regulations, and laws governing such disposal.

4.4 Float Policy. Subject to prior written notification, Customer may Float Personnel, if Personnel satisfies the Customer’s requisite specialty qualifications. If Customer Floats Personnel, the Personnel must perform the duties



of the revised assignment as if the revised assignment were the original assignment. Customer will provide the Personnel with additional orientation regarding the Float assignment as necessary. If Personnel Floats to a staff classification that has a lower Base Rate, then the Base Rate that was applicable to the original Personnel assignment remains the applicable Base Rate despite the Float. If Personnel Floats to a staff classification that has a higher Base Rate, then the Base Rate that is applicable to the newly assigned staff classification is the applicable Base Rate for as long as the Personnel continues to work in that staff classification.

4.5 Right to Dismiss. If at any time Customer, in its reasonable judgment, determines that the Work provided by any Personnel hereunder is inadequate, unsatisfactory or has failed to comply with Customer's rules, regulations, or policies, Customer shall immediately advise Amergis. Amergis will remove Personnel from Customer's School Work Site as requested. Customer will cooperate with Amergis and provide reasonable detail(s) for the dismissal. Customer will provide Amergis with any reports it provides to any governing oversight agency(ies) as a result of Amergis Personnel's conduct, including all drug screens conducted, results of peer review and/or documentation of Customer's investigation(s).

4.6 Work Environment and OSHA. Customer will provide a clean and properly maintained workspace(s) for Amergis to conduct the Services that will enable Amergis to safely provide Work to student(s). Customer will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow Personnel reasonable access to telephones for business use. Amergis will not be responsible for the proper maintenance of any property supplied by Customer. Customer will orient Personnel to the specific exposure control plan(s), emergency action plan(s), and/or protocol(s) of the Customer as it pertains to all federal OSHA requirements and equivalent state agency requirements, directives, or standards, with respect to blood borne pathogens, other emergent matters, and any of the Customer's specific policies and procedures for safety, hazardous communications and/or operations instructions. Customer will be responsible for all OSHA recordkeeping, logging, and reporting responsibilities required by law pertinent to Work provided under this Agreement.

4.7 Out of School and Off-Site Work. Customer must submit any request for Personnel to perform Out of School and Off-Site Work in advance and in writing, and such Work may not be performed unless and until Amergis provides written approval. For any approved Out of School or Off-Site Work, Customer is solely responsible for overseeing and directing Personnel placement, providing all necessary supplies and resources at its own expense, and maintaining a safe working environment. Customer accepts responsibility for any incidents arising out of the Out of School or Off-Site Work.

4.8 Notification of Incidents and Claims. Customer agrees to notify Amergis of any incident involving Amergis Personnel within forty-eight (48) hours of its occurrence. Customer agrees to provide Amergis documentation of any investigation conducted. Amergis and Customer agree to notify each other in writing of any asserted claim relating to this Agreement within ten (10) days of either discovery of the occurrence upon which the claim may be based or learning of the claim. Indemnity to Customer shall not cover any claims or liabilities in which there is a failure to give the indemnifying party prompt notice of any incident within forty-eight (48) hours of its occurrence.

ARTICLE V. HIRING OF PERSONNEL



5.1 Conversion. The Parties acknowledge and agree that: (i) the primary purpose of this Agreement is for Amergis to provide supplemental staffing Services, not direct hire services, to Customer; and (ii) Amergis invests significant resources in recruiting candidates and onboarding, training, and employing Personnel. Accordingly, if Customer, or any of its affiliates, subsidiaries, or agents, elects to directly hire any candidate or Personnel introduced by Amergis, Customer agrees to pay Amergis a fee in accordance with the table below ("Conversion Fee"), unless such hire occurs at least twelve (12) months after the later of: (i) the last interview of a candidate by Customer under this Agreement, or (ii) the last shift worked by the Personnel under this Agreement.

The Parties further acknowledge and agree that the Conversion Fees are intended to reasonably approximate Amergis' costs associated with recruiting candidates and onboarding and placing Personnel, and are not intended to be a penalty or to restrict employment opportunities. Rather, they serve as a fair reimbursement for the business-related expenses incurred by Amergis in connection with the engagement of candidates and Personnel.

Aggregate Hours Worked By Amergis Personnel for Customer in a Twelve (12) Month Period	Conversion Fee
Prior to completing 280 hours	25% of annualized starting salary
Between completion of 281 and 560 hours	20% of annualized starting salary
After completion of 561 and 840 hours	15% of annualized starting salary
After completion of 841 and 1,350 hours	10% of annualized starting salary
After completion of 1,351 hours	0% of annualized starting salary

5.2 Breach of Conversion of Personnel. In the event that Customer hires or contracts with any candidate or Personnel but does not notify Amergis, the Placement Fee that applies is the lesser of 150% of the amount set forth above or the maximum amount allowed by applicable law.

5.3 Compliance with Staffing Laws. Amergis and Customer acknowledge that certain states have enacted, and in the future may enact, laws, rules and regulations governing Amergis, Customer and/or the Services contemplated by this Agreement (collectively, "State Staffing Laws"). Accordingly, the terms of the Agreement are hereby amended to the extent necessary to comply with applicable State Staffing Laws and any terms contrary to such State Staffing Laws are deemed void and unenforceable. If Customer has Worksites located in multiple states, the laws of the state in which that Worksite resides shall determine whether any State Staffing Law applies to such Worksite.

ARTICLE VI. INVOICING, PAYMENT, AND TAXES

6.1 Invoicing. Amergis will supply Personnel under this Agreement at the rate(s) listed in the Statement of Work or Assignment Confirmations for this Agreement. Amergis will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. Customer Invoices shall be submitted to the following electronic mail address or by the applicable agreed upon Timecard Application.

Invoicing E-mail: HRServiceDesk@gmsd.org



Invoicing Contact: HR Secretary
Invoicing Address: 10 S. Waverly Street, Shillington, PA 19607

6.2 Payment. All amounts are due and payable within thirty (30) days from the date of invoice. Amergis' preferred payment is via electronic payment (EFT). If Customer is unable to pay electronically, Customer will send all payments to the address set forth on the invoice. Amergis reserves the right to accept or deny payment via credit card on a case-by case basis. Customer will be responsible for an additional surcharge of the lesser of 4% or the maximum amount allowed under applicable law for administrative/processing fee on all accepted payments made via credit card. If any portion of an amount billed by Amergis under this Agreement is subject to a good faith dispute between the Parties, Customer shall give written notice to Amergis of the amounts it disputes ("Disputed Amounts") upon the discovery of the billing dispute and include in such written notice the specific details and reasons for disputing each item. Written notice of a dispute must be provided within fourteen (14) days from date of invoice or the invoice amount is presumed to be valid. Customer shall pay by the due date all undisputed amounts, including, in the event of a billing rate dispute, the amount of the Services at the lower billing rate. Billing disputes shall be subject to the terms of Article XIII, Dispute Resolution.

6.3 Late Payment. Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

6.4 Annual Rate Increases. Customer agrees to and accepts annual rate increases at the percentage listed on "Attachment A" of this Agreement.

6.5 Customer Bankruptcy or Insolvency. Customer agrees that in the event Customer files bankruptcy, (i) to the extent Amergis pays the salary and other direct labor costs of Personnel it provides to Customer and such amounts incurred within one-hundred eighty (180) days prior to bankruptcy are not paid by Customer to Amergis prior to bankruptcy, and/or (ii) Customer is the assignee of claims held by such Personnel against Customer for such amounts incurred within one-hundred eighty (180) days prior to bankruptcy, then Amergis has a claim against Customer in bankruptcy for the amount of such salary and other direct labor costs, which is entitled to a priority under 11 U.S.C. §507(a)(4). All pre-bankruptcy conduct, including amounts due and actions related to payment that could be brought by Customer are released.

6.6 Assurances. In the event Amergis in good faith becomes concerned about impending bankruptcy or other insolvency by Customer, the Parties agree that Amergis may request in writing from Customer a prepayment deposit in the amount equal to the average of two weeks of Services, which Amergis may apply to outstanding invoices in the event that Customer fails to timely pay such invoices. Customer agrees to provide the requested prepayment deposit within five (5) days. In the event that Amergis applies the prepayment deposit in accordance with this section at such time that concern about Customer's impending insolvency remains, Customer agrees to replenish the prepayment deposit within five (5) days of receipt of written notice of its application.

6.7 Transaction Taxes. Customer shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by Amergis. If Customer provides Amergis with a valid tax exemption



certificate in accordance with local laws covering the Services provided by Amergis, Amergis will not collect Transaction Taxes.

6.8 Reimbursement for Travel Expenses. The Bill Rates herein are inclusive of per day or per diem allowances for lodging, meals, and/or incidental expenses incurred when traveling to be paid by Amergis to Personnel whose primary residence is greater than fifty (50) miles from the Customer Worksite where such Personnel perform Work ("Travel Personnel"). Amergis will provide Customer with sufficient information regarding such Travel-Expense Payments in accordance with section 274(d) of the Internal Revenue Code. Customer is subject to any applicable limitations on deduction under section 274 of the Internal Revenue Code and regulations promulgated thereunder.

ARTICLE VII. RELATIONSHIP OF THE PARTIES

7.1 Independent Legal Entities. Amergis and Customer are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither Amergis nor Customer nor any of their respective agents or employees shall control or have any right to control the activities of the other Party in carrying out the terms of this Agreement.

7.2 Conflict of Interest. By entering into this Agreement, the Parties agree that all conflicts of interest shall and have been disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when a Customer, employee or Personnel has professional or personal interests that compete with his/her/their ability to provide Services to or on behalf of Amergis or Customer. Such competing interests may make it difficult for the Customer employee or Personnel to fulfill his/her/their duties impartially.

ARTICLE VIII. PER DIEM SERVICES

8.1 Per Diem Personnel. If Customer requires short-term, shift-based, or as-needed assignments ("Per Diem Personnel"), Customer will use its best efforts to request Per Diem Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Per Diem Personnel. All information regarding reporting time and assignment will be provided by Customer to Amergis in writing.

(a) Per Diem Personnel Short-notice Requests. Amergis will bill Customer for the entire shift if an order for Per Diem Personnel is made less than two (2) hours prior to the start of the shift, as long as the Per Diem Personnel report for work within a reasonably prompt period of time under existing conditions after receiving notice of the assignment.

(b) Per Diem Personnel Order Cancellation. If Customer changes or cancels an order for Per Diem Personnel less than two (2) hours prior to the start of a shift, Amergis will bill Customer for two (2) hours at the established fee for each scheduled Per Diem Personnel. Amergis will be responsible for contacting Per Diem Personnel prior to reporting time.

ARTICLE IX. ADDITIONAL OFFERINGS



9.1 MaxView. The Parties acknowledge and agree that notwithstanding any Customer manuals, instructions, or other Customer policies, Amergis reserves the right to utilize MaxView, a proprietary web-based timekeeping system, for the provision of Services and is not required and/or mandated to use paper-based timekeeping records, unless otherwise required by applicable law. Personnel will submit hours worked to Customer via MaxView. Customer will be notified via electronic mail regarding the hours submitted and agrees to review and approve the submitted hours on a weekly basis, each Monday by noon local time. Customer approved hours will be utilized for the weekly payroll and billing. Any non-approved hours will be discussed between Customer and Amergis; notwithstanding this, Customer and Amergis agree to cooperate in good faith to ensure that all Personnel time is properly captured to ensure compliance with applicable local, state, and federal wage and hour laws.

9.2 Sunburst. The Parties may agree to utilize Amergis' in-house workforce solution, Sunburst Workforce Advisors, LLC ("Sunburst"), by mutual written agreement ("MSP Opt-In"), after which Attachment "C" shall take effect and govern the scope of work for the managed service provider offering ("MSP"). For the purpose of this section, email correspondence between the Parties indicating mutual intent to utilize Sunburst shall be sufficient to effectuate the MSP Opt-In. In absence of such MSP Opt-In, Attachment "C" shall not take effect.

9.3 Amergis Teletherapy Services. If Customer requests that Personnel perform remote Work through a teletherapy platform, Customer may request in writing (email suffices) that such Personnel utilize the Amergis Teletherapy Platform for the delivery of the remote Work. Upon such election, the Amergis Teletherapy Platform Addendum, attached hereto as Attachment "D", shall automatically apply. If Customer elects not to utilize the Amergis Teletherapy Platform, Attachment "D" shall not apply and shall have no force or effect. If Customer directs Personnel to perform remote Work, but does not elect to utilize the Amergis Teletherapy Platform, Customer shall be solely responsible for providing and supporting any teletherapy equipment, systems, and platform access for remote Personnel, as well as ensuring the secure transfer, maintenance, and handling of any student or service records necessary for remote service delivery.

ARTICLE X. INSURANCE

10.1 Amergis Insurance. Amergis will maintain (at its sole expense), or require the Contractors it utilizes under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering Services. Amergis will provide a certificate of insurance evidencing such coverage upon written request by Customer.

10.2 Customer Insurance. Customer will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Customer will give Amergis prompt written notice of any material change in Customer coverage. Customer shall name Amergis as an additional insured on its general liability policy.

ARTICLE XI. INDEMNIFICATION

11.1 Indemnification by Amergis. Amergis agrees, at its own expense, to indemnify, defend, and hold harmless Customer and its parent, subsidiaries, Affiliates, directors, officers, employees, and agents against any and all



third-party losses, liabilities, judgments, awards, and costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to:

- (a) bodily injury (including death) or any real or tangible property loss or damage as a direct result of Amergis' employees' negligent acts or omissions in the performance of Services under this Agreement; or
- (b) any breach by Amergis of Section 3.2.

11.2 Indemnification by Customer. Customer agrees, at its own expense, to indemnify, defend, and hold harmless Amergis and its parent, subsidiaries, affiliates, directors, officers, employees, and agents against any and all third-party losses, liabilities, judgments, awards, and costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to:

- (a) bodily injury (including death) or any real or tangible property loss or damage as a direct result of Customer's employees' negligent acts or omissions;
- (b) any breach of this Agreement by Customer; or
- (c) any Transaction Taxes levied, assessed, or imposed by any taxing authority as a result of, or in connection with this Agreement, whatever the source and regardless of whether invoiced to or remitted by Customer.

11.3 Indemnification Procedures. The Party seeking indemnification under this Article XI (the "**Indemnified Party**") shall notify the other Party (the "**Indemnifying Party**") promptly after the Indemnified Party receives notice of a claim for which indemnification is sought under this Agreement; provided, however, that no failure to so notify the Indemnifying Party shall relieve the Indemnifying Party of its obligations under this Agreement except to the extent that it can demonstrate damages directly attributable to such failure. To the extent permitted by law, the Indemnifying Party shall have authority to defend or settle the claim; provided, however, that the Indemnified Party, at its sole discretion and expense, shall have the right to participate in the defense and/or settlement of the claim, and provided further, that the Indemnifying Party shall not settle any such claim imposing any liability or other obligation on the Indemnified Party without the Indemnified Party's prior written consent.

ARTICLE XII. LIMITATION OF LIABILITY

12.1 Limitation on Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE OR SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, OR LOSS OF DATA IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 Cap on Damages. THE TOTAL AGGREGATE LIABILITY OF EACH PARTY TO THE OTHER PARTY FOR DAMAGES UNDER THIS AGREEMENT OR OTHERWISE SHALL NOT EXCEED THE SUM OF ALL FEES PAID OR PAYABLE TO AMERGIS BY CUSTOMER UNDER EITHER THE APPLICABLE STATEMENT OF WORK OR FOR SERVICES RENDERED



DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH SUCH LIABILITY AROSE, WHICHEVER IS LESS. MULTIPLE CLAIMS UNDER THIS AGREEMENT WILL NOT ENLARGE THIS LIMIT. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY HEREIN.

ARTICLE XIII. DISPUTE RESOLUTION

13.1 Dispute Resolution. Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties.

13.2 Dispute Resolution Process. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten (10) business days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within forty-five (45) days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

13.3 Inability to Resolve. If the Parties have been unable to resolve the dispute within forty-five (45) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before a court of competent jurisdiction.

ARTICLE XIV. CONFIDENTIALITY AND USAGE OF DATA

14.1 Confidentiality.

(a) Amergis/Customer Information. The Parties recognize and acknowledge that, by virtue of entering into this Agreement and providing Services hereunder, the Parties will have access to certain information, which may be considered confidential or trade secret information (collectively "Information") such that a Party may derive independent economic value, actual or potential, from the Information not being generally known to the public or to other persons or entities, which are not a party to this Agreement. This Information may include, without limitation, information with respect to the Party's customers, vendors, cost structure, and/or business strategy, or business methods at any time used, developed, or disclosed by the Party. Each of the Parties agree that neither it, nor its staff shall, at any time either during or subsequent to the termination of this Agreement, disclose the Information to others, use, copy, or permit the Information to be copied, except pursuant to duties for or on behalf of the other Party as defined within this Agreement. A Party may disclose the Information pursuant to a governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar request, provided that the other Party promptly notifies the non-disclosing Party, in writing of such request or demand for disclosure, and no later than within forty-eight (48) hours of receipt of such request, so that the non-disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Information.



- (b) **Disclosure of Amergis/Customer Partnership.** From time to time, Amergis lists or mentions its customers in its marketing, communication, and business initiatives barring any restrictions and obligations as set forth in Section 14.1(C) and/or Section 14.2 of this Agreement. Customer agrees that Amergis may disclose the partnership between Amergis and Customer, and use Customer's name for such marketing, communication, and business purposes and initiatives. The Parties will make all commercially reasonable efforts to facilitate and coordinate press announcements, press releases, and other joint-marketing efforts related to this Agreement and the Amergis /Customer partnership. If either Party reasonably objects to use or disclosure of said partnership in such initiative(s), the other Party may ask the Party that developed the marketing or promotional content to edit or adjust such materials, and such Party will not unreasonably disagree.
- (c) **Student Information.** In the event that Amergis receives student information, which may include student financial or medical information (collectively "Student Information"), Amergis shall not disclose any Student Information for which Services are provided under this Agreement to any third-party, except where permitted or required by law or where such disclosure is expressly approved by Customer, Amergis, and if required, student in writing. Further, each Party and its employees shall comply with the other Party's policies and obligations. Amergis may maintain and use Student Education Records to perform the Services under this Agreement and may disclose de-identified data to third parties in performance of Services under this Agreement. If Amergis is provided access to students' records, Amergis shall limit its Personnel's access to the records to those persons for whom access is essential to the performance of the Services under this Agreement. Amergis shall, at all times and in all respects, comply with the terms of the Family Rights and Privacy Act of 1974, as amended. Amergis reserves the right to retain any Student Education Records for the length of time necessary to meet Amergis' contractual and legal commitments.

14.2 Data Security. Customer will be responsible for establishing and overseeing all access, maintenance, and transmission of Customer and Student data and information, including privacy and security measures required under Law, which may further be needed to maintain and protect the security of all Customer computer systems, networks, and/or data related to the Services under this Agreement. Customer will be responsible for providing all education and training to Personnel as it relates to Customer's privacy and security measures and processes, including, without limitation the Customer's processes and expectations for collecting, storing, securing, and transferring Customer or Student data and information accessed, collected, and maintained under this Agreement.

Customer acknowledges and understands and agrees that no Personally identifiable information ("PII") or Protected Health Information ("PHI") PHI will be relayed, transmitted, or otherwise provided to or stored by Amergis or Amergis Personnel, unless necessary to be provided in performance of Services under this Agreement. Customer further acknowledges that it will provide Amergis with deidentified data, whenever possible, including removal of direct identifiers. Customer shall indemnify and hold harmless Amergis, its directors, officers, shareholders, employees, and agents from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the negligent handling of PII or PHI, including the unauthorized use, access, or disclosure by Customer, its employees, agents, and subcontractors.

14.3 Aggregate Statistical Usage. Customer acknowledges and agrees that Amergis will collect data related to the performance of the Services for the purposes of aggregation and the creation of a centralized benchmarking



mechanism, such data does not contain student data or identifying student information. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Amergis shall have a perpetual right to collect, use, and disclose the data collected relating to the Services and derived from Customer's use of Amergis, Amergis Personnel, and Contractors affiliated with Amergis under this Agreement for the analysis, benchmarking, analytics, marketing, or other business purposes as long as all data collected is done in an anonymized aggregated manner, with Customer's data aggregated with data of other Amergis customers, so as to be non-specific to any individual Customer.

14.4 Survival. All obligations set forth in this Article XIV shall survive the termination of this Agreement.

ARTICLE XV. TERMINATION

15.1. Termination for Convenience. Either Party may terminate this Agreement for any reason by providing at least thirty (30) days advance written notice of the termination date to the other Party.

15.2. Termination for Cause. If payment default occurs, Amergis may terminate this Agreement upon seven (7) days advance written notice of the termination date to Customer.

15.3 Post Termination Obligations. Termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE XVI. GENERAL TERMS

16.1 Amergis Subcontracting. Amergis may subcontract this Agreement upon written notice to Customer.

16.2 Non-discrimination. Neither Amergis nor Customer will discriminate on the basis of race, color, religion, creed, national origin or ancestry, ethnicity, sex (including gender, pregnancy, sexual orientation, and gender identity), age, physical or mental disability, citizenship, past, current, or prospective service in the uniformed Services, genetic information, or any other characteristic protected under applicable federal, state, or local law.

16.3 Compliance with Laws. Amergis agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state, or local laws and regulations or applicable accrediting body standards are modified, Amergis reserves the right to notify Customer in writing of any modifications to the Agreement in order to remain in compliance with such law, rule, or regulation.

16.4 Governing Law, Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

16.5 Assignment of Agreement. Customer may not assign this Agreement without the prior written consent of Amergis, and such consent will not be unreasonably withheld. Amergis may assign this Agreement without



consent and/or notice for assignment to either: (i) an entity owned by or under common control with assignor, (ii) in connection with any acquisition of all of the assets or capital stock of Amergis, and/or (iii) a name change by Amergis.

16.6 Attorneys' Fees. In the event either Party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such Party for Services provided, the prevailing Party shall be entitled to receive from the other Party, in addition to all other sums due, reasonable attorney's fees, court costs, and expenses, if any, incurred enforcing its rights and/or collecting its monies, including any fees and costs incurred on an appeal.

16.7 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either Party may change the address to which notices are sent by sending written notice of such change of address to the other Party.

Governor Mifflin School District
10 South Waverly Street,
Shillington Pennsylvania 19607

Amergis Healthcare Staffing, Inc.
7223 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department
Email copy to: contracts@amergis.com

ATTN: Stephanie Seifrit

COPY TO:
Amergis Healthcare Staffing, Inc.
2208 Quarry Drive, Suite 101, Reading, PA,
19609, United States of America
ATTN: Kiara Barbosa

16.8 Headings. The headings of sections and subsections of this Agreement are solely for reference only and will neither affect nor control the meaning or interpretation of this Agreement.

16.9 Merger. This Agreement constitutes the entire contract between Customer and Amergis regarding the Services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. All terms of a later signed Agreement will supersede a prior signed Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

16.10 Amendment. No changes and/or amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both Parties except as provided in Section 3.1, Section 16.3, and Attachment(s).



16.11 Severability. In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful, and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.



Customer and Amergis have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the Effective Date set forth above.

GOVERNOR MIFFLIN SCHOOL DISTRICT

AMERGIS HEALTHCARE STAFFING, INC.:

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Title

Title

Date

Date



**ATTACHMENT “A”
STATEMENT OF WORK**

- 1. Scope of Services.** Amergis is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide Services to Customer, with such Work provided by Personnel under Customer’s management and supervision at a Work Site or in an environment controlled by Customer. Upon Customer’s request for supplemental Personnel, Amergis will use commercially reasonable efforts to provide Personnel to Customer. Customer shall communicate duties, shifts, unit assignments and other working details to Personnel during their Assignment.
- 2. Personnel Requirements and Screening.** Amergis will supply Customer with Personnel who meet the criteria set forth in the Assignment Onboarding Attachment “B”. Amergis will provide Personnel who have the necessary and appropriate skills, education, knowledge and experience for the positions to be filled, subject to the approval of the Customer.
- 3. Interview.** Customer may request to conduct a telephone interview with any Personnel candidate prior to the Services commencing.
- 4. Bill Rates.** Bill Rates are agreed to between the Customer and Amergis for the following positions. If Customer and Amergis execute a subsequent Assignment Confirmation(s) per individual Personnel the Bill Rates in the Assignment Confirmation will apply to the named Personnel therein and for the timeframe indicated.

Positions	Long Term Assignment Rate (per hour)	Extended School Year/Summer School/ Per Diem Rate (per hour)
Support Staff (PCA, PARA, CNA, IA, BT)	\$38	\$42
Registered Behavior Technician	\$44	\$49
Classroom Monitor	\$45	\$50
Administrative Assistant Level 1	\$44	Varies per assignment
Administrative Assistant Level 2	\$50	Varies per assignment
School Nurse (LPN or RN)	\$64	\$80
Certified School Nurse (CSN)	\$75	\$85
Physical Therapist Assistant, Certified Occupational Therapist Assistant, Speech Language Pathologist Assistant	\$75	Varies per assignment



Physical or Occupational Therapist (PT/OT)	\$85	Varies per assignment
Speech Language Pathologist (SLP)	\$90	Varies per assignment
Substitute Teacher (Short/Day to Day)	\$45	Varies per assignment
General Education Teacher	\$70	\$80
Special Education Teacher	\$80	\$90
Sign Language Interpreter	\$65	Varies per assignment
School Counselor	\$70	Varies per assignment
Social Worker	\$70	Varies per assignment
Licensed Social Worker	\$100	Varies per assignment
School Psychologist	\$100	Varies per assignment
Board Certified Assistant Behavior Analyst (BCaBA)	\$75	Varies per assignment
Board Certified Behavior Analyst (BCBA)	\$100	Varies per assignment

5. **Out of School Time and Off-Site School Time.** Rates charged for Work rendered outside of school time or off-site during school time will be in accordance with the local and/or state regulatory wage laws. Overtime Rates are also charged for all hours worked in excess according to applicable state law.
6. **Annual Rate Increase.** Effective on the Agreement renewal date and every year thereafter, Bill Rates for all modalities listed above will be increased by three percent (3%) of Bill Rate(s).
7. **Weekend Rates.** Customer and Amergis may agree in individual Assignment Confirmations to Weekend Rates that differ from the Bill Rate. As applicable, Weekend Rates will apply to shifts beginning at 11:00 p.m. on Friday and will apply through shifts ending at 7:00 a.m. on Monday.
8. **Orientation.** Bill Rate(s) will be billed for all time spent in required Customer orientation.
9. **Overtime.** Overtime Rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is a one and one-half times (1.5x) multiplier of the Bill Rate for such hours, unless applicable state law requires a different multiplier.
10. **Holidays.** Holiday Rates will apply to all hours worked in the time period beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. The Holiday Rate is a one and one-half times (1.5x) multiplier of the Bill Rate for the following holidays:

New Year's Day	Labor Day
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Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

- 11. Work Site.** This Statement of Work and underlying Agreement shall apply to all Work Site(s) or Customer locations.
- 12. Invoicing.** Amergis will supply Personnel under this Agreement at the Bill Rates listed herein or in any Assignment Confirmation. Amergis will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. The specified contacts for all individual Work Sites.
- 13. Changes.** Pursuant to Section 3.2 of the Agreement, the Parties agree that Changes may be made to this Statement of Work by execution of a subsequent Statement of Work(s) or Assignment Confirmation(s), or Change Request.
- 14. On Call.** Hours for Personnel that are placed on call will be invoiced to Customer at the “On-Call Hourly Rate” as specified in herein, if applicable, and if called in will be billed at the overtime rate, unless a greater rate such as double time must be used under federal and/or state law.
- 15. Construction.** Except as expressly set forth by this Statement of Work, the Agreement shall continue in full force and effect in accordance with the provisions thereof. Nothing in this Amendment to the Agreement is intended to modify, alter, reduce, or change the right or obligations in the Agreement executed except as expressly stated in this Statement of Work.



ATTACHMENT "B"
PRE-ASSIGNMENT SCREENING

- 1. For all Personnel submitted to Customer under the Agreement, Amergis will:**
 - a. Conduct a criminal background screening in accordance with applicable law, including any state exclusion review as applicable;
 - b. Verify current license, registration, or certification for the Services to be provided, if applicable to role;
 - c. Verify relevant professional and specialty experience, as requested by Customer;
 - d. Confirm Personnel are authorized to work;
 - e. Perform federal exclusion and abuse check(s) including but not limited to, List of Excluded Individuals/Entities (LEIE) and the Excluded Parties List System (EPLS) and the National Sex Offender Registry;
 - f. Verify skills checklist of competencies for the position and exam;
 - g. Verify that a current diagnostic Tuberculosis (TB) test or screening is on file, in accordance with state regulations.
- 2. Upon written request by Customer, Amergis will provide Customer with the following:**
 - a. Reasonable proof of previous employment;
 - b. Education verification.
- 3. Customer Criminal Background Report.** In the event that Customer requires its own criminal background screening, which may include fingerprinting, for Amergis Personnel, Customer shall provide Amergis with a copy of the results and/or report, or the "Clear" or "Not Clear" status. Providing first day instructions for Amergis Personnel following Customer required background screening will constitute a "Clear" status. Customer agrees that Personnel may begin assignment following completion of a successful Customer background screening.



ATTACHMENT "C"
WORKFORCE SOLUTION ADDENDUM

This Workforce Solution Addendum ("Addendum") takes effect as of the date of the MSP Opt-In, as described in the Education Master Services Agreement ("Agreement") between Customer and Amergis, the terms of which are expressly incorporated herein.

1. **Scope of Services.** Customer wishes to utilize Amergis Healthcare Staffing, Inc.'s workforce solution, Sunburst ("MSP"), to centralize and consolidate the management Services of its temporary school-based professionals ("Contract Workers"). Customer agrees that all providers of Services ("Staffing Suppliers") inquiring to provide healthcare-related, school-based Services ("Staffing Services") to Customer will be overseen by MSP. Customer shall notify incumbent Staffing Suppliers 1) to work with MSP to obtain necessary program information and onboarding documentation from MSP; and 2) that all communication regarding day-to-day activity and will be conducted between MSP and Customer. MSP will establish a program management team consisting of MSP personnel to be Customer's central point for all matters relating to Customer's staffing needs.
2. **MSP Services.** The MSP Services provided by MSP to Customer will generally consist of:
 - a. Identifying strategic Staffing Suppliers for Customer's educational, healthcare and administrative staffing needs;
 - b. Contracting with Staffing Suppliers;
 - c. Providing a web-based application software program ("System") to automate the process by which Contract Workers are requisitioned from Staffing Suppliers;
 - d. Onboarding Contract Workers and providing assignment details;
 - e. Coordinating with Customer regarding Staffing Suppliers;
 - f. Verifying each Staffing Supplier has uploaded onboarding documentation;
 - g. Maintaining accurate and complete statuses; and
 - h. Validating submission of electronic timecards.
3. **Purchasing Agent.** MSP will act as Customer's purchasing agent. As Customer's purchasing agent, MSP will enter into Staffing Supplier Agreements with Staffing Suppliers to Provide Services to Customer under terms that are substantially the same as those in the Education Master Services Agreement.
4. **Onboarding and Orientation.** MSP will participate in a review of all Staffing Supplier work progress and satisfaction of any onboarding and orientation requirements set forth in the Education Master Services Agreement, which may be updated/modified by Customer in the System.
5. **Rates.** Charges will be based on a Customer approved hourly bill rate at the time an order for Contract Worker(s) is posted via the System. Bill rates are subject to change at time of order posting based on Customer Approval. Customer and MSP reserve the right to add additional modalities/positions if needed and agreed upon. All orders for Contract Workers will be submitted through the System.
6. **Incident Reporting.** Customer agrees to notify MSP of any incident involving Contract Workers within forty-eight (48) hours of its occurrence. Customer agrees to provide MSP with documentation of any investigation conducted related to Contract Workers and/or the Services.



7. **Consolidated Invoices.** All Staffing Supplier invoices are consolidated as a part the MSP Services. MSP will issue consolidated invoices to Customer on a weekly basis (or on a less frequent basis if requested by Customer). Customer will remit payment for uncontested invoices in a timeframe consistent with the Education Master Services Agreement.
8. **Taxes.** Bill Rates do not include any applicable Transaction Taxes. Customer is responsible for any applicable Transaction Taxes and, if applicable, shall pay or reimburse MSP for Transaction Taxes as a result of, relating to, or in connection with this Addendum (including with respect to Transaction Taxes required to be forwarded by MSP to Staffing Suppliers in connection with their provision of Services). If Customer provides MSP with a tax exemption certificate in accordance with local laws that covers the MSP Services provided by MSP, MSP will not collect Transaction Taxes if the tax exemption certificate is valid. The rates paid to Suppliers for Travel Personnel include amounts to reimburse Suppliers for Travel-Expense Payments made to Travel Personnel. Suppliers shall provide Customer with sufficient information regarding such Travel-Expense Payments in accordance with section 274(d) of the Internal Revenue Code. Customer is subject to any applicable limitations on deduction under section 274 of the Internal Revenue Code and regulations promulgated thereunder.
9. **MSP Fee.** MSP will provide MSP Services at no direct cost to Customer. MSP's administrative fee for MSP Services will be funded by participating Staffing Suppliers.
10. **Aggregate Statistical Usage.** Customer acknowledges and agrees that MSP will collect data related to the performance of the Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism. Customer acknowledges and agrees that MSP shall have the perpetual right to use and disclose the data collected relating to the Services, in any manner, as long as any data collected is done on an aggregate basis, with Customer's data aggregated so as to be non-specific to Customer or including any personally identifiable information of an individual.



ATTACHMENT "D"
AMERGIS TELETHERAPY PLATFORM

This Telehealth Platform Addendum ("Addendum") takes effect as of the date of the Opt-In, as described in the Education Master Services Agreement ("Agreement") between Customer and Amergis, the terms of which are expressly incorporated herein.

1. **Access.** Subject to Customer's compliance with the terms herein, Amergis may, in its sole discretion, provide certain Teletherapy Personnel on assignment with Customer access to a third-party browser-based teletherapy platform ("Teletherapy Platform") for use with Customer's students. Customer and Amergis acknowledge and agree that the Teletherapy Platform serves a legitimate educational interest, including supporting instruction and permitted remote telehealth assessments and documentation of student progress.
2. **Equipment.** Customer will be responsible for providing students with a secure device to access the Teletherapy Platform (computer, tablet, or similar device with worker webcam and microphone) and internet access (together, "Device").
3. **Misuse.** Amergis is not responsible for the misuse of the Device or Teletherapy Platform by Customer or its students.
4. **Transfer of Educational Records.** Customer acknowledges and agrees that certain reports or similar documents generated by the Teletherapy Platform ("Teletherapy Records") may be classified as educational records under the Family Educational Rights and Privacy Act (FERPA).

Amergis will use commercially reasonable efforts to facilitate the transfer of Teletherapy Records to Customer. Customer will establish and maintain a Secure File Transfer Protocol (SFTP) or equivalent secure transmission method that meets or exceeds prevailing industry standards for the protection of Teletherapy Records. Amergis is not responsible for any data security vulnerabilities or breaches arising from the transmission method selected or maintained by Customer. Customer will remain responsible for responding to and complying with applicable law regarding all requests to access educational records, including the Teletherapy Records.

5. **Permissible Use.** Amergis will access, use, view, store, maintain, or otherwise process Teletherapy Records solely to the extent reasonably necessary to: (i) support the provision of the teletherapy Services by Teletherapy Personnel; (ii) facilitate the secure transfer of the records to Customer; and (iii) comply with applicable laws and regulations and its internal policies regarding record retention (collectively, "Permissible Use").

Amergis will not process Teletherapy Records for any purpose outside the scope of Permissible Use, including, without limitation, selling, licensing, or sharing such records with unauthorized third parties. Amergis has no obligation to Customer to retain the Teletherapy Records, and makes no guarantees to Customer regarding the retention of the Teletherapy Records.

6. **Standard of Care.** Amergis will protect the systems processing the Teletherapy Records in accordance with reasonable commercial practices and will use safeguards no less protective than those used to secure Amergis' own data of a similar type.

7.2. Agreement with Zen Educate, Inc.

AGREEMENT FOR EDUCATION STAFFING SERVICES

This Agreement For Education Staffing (this “Agreement”) is made on _____, between Zen Educate Inc., a Delaware corporation, (hereafter referred to as the “Zen”) and Governor Mifflin School District located at Reading, PA (hereafter referred to as the “District”).

RECITALS

- A. Zen provides a service and online technology platform (or phone call/email/text message before the Platform is fully functional) (the “Platform”) through which individuals including teachers, teaching assistants, cover supervisors, exam invigilators, substitute teachers, paraprofessionals, special education paraprofessionals, educational assistants, teacher aides, lunchroom supervisors, and other positions required in schools (collectively, “education professionals”) can connect with schools, school districts, charter management organizations and colleges (collectively, “Districts”) and where Districts can post open positions (“Assignments”) for which Education Professionals are needed.
- B. Districts can use the Platform (or phone call/email/text message before the Platform is fully functional) to search for and evaluate Education Professionals and Education Professionals can post individual profiles and search for and evaluate District Assignments. Districts may offer an Assignment to Education Professionals via the Platform (or phone call/email/text message before the Platform is fully functional). Education Professionals are free to accept or reject an Assignment and can communicate their decision via the Platform (or phone call/ email/text message before the Platform is fully functional).
- C. When an Education Professional indicates via the Platform (or phone call/email/text message before the Platform is fully functional) his or her acceptance of an Assignment, the Education Professional will be assigned to the District as an employee of Zen and an assignment fee (the “Assignment Fee”) is payable to Zen by the District.
- D. A District may identify an Education Professional, introduced via the Platform (or phone call/email/text message before the Platform is fully functional), as a suitable candidate for a direct hire (“Direct Hire”) position. Where the District engages an Education Professional on a Direct Hire basis, an introduction fee (the “Temp-to-perm Fee”) is payable to Zen by the District.
- E. A “Temp-to-perm” Fee is also payable to Zen by a District in situations when an Education Professional who has worked at such District on an Assignment is subsequently hired directly by the District. This fee ranges from \$1,500 to \$4,500 based on the educator’s qualifications. The temp-to-perm fee reduces by \$25 for certified teachers and \$20 all other roles, for each day worked.
- F. The fees charged by Zen under this Agreement are sometimes referred to as “Charges”.

In consideration of the premises and the mutual undertakings hereunder, the parties agree as follows:

- 1. Prior to publicizing profiles of Education Professionals on the Platform and prior to supplying an Education Professional for an Assignment, Zen will carry out background checks required for individuals working in Districts and colleges. Zen will communicate relevant information to the relevant District prior to commencement of each relevant Assignment.
- 2. When posting an Assignment on the Platform, the District will provide details of:

- (a) the date on which the District requires the Education Professional to commence work and the duration, or likely duration, of the work.
 - (b) the position which the District seeks to fill, including the type of work the Education Professional in that position would be required to do, the location at which, and the hours during which, the Education Professional would be required to work, and any risk to health or safety known to the District and what steps the District has taken to prevent or control such risks;
 - (c) the experience, training, qualifications and any authorization which the District considers are necessary, or which are required by law, or by any professional body, for the Education Professional to possess in order to work in the position; and
 - (d) any expenses payable to the Education Professional.
3. An agreed upon Assignment Fee shall be paid by the District in respect of each day of an Assignment.
 4. The Temp-to-perm Fee shall range from \$1,500 to \$4,500 based on educator qualifications. This fee is payable when an Education Professional who has worked at a District on an Assignment is subsequently hired directly by the District or engaged through another staffing firm within twenty-four (24) weeks of the end of any of their Assignments with the District. This fee shall decrease by a fixed daily amount for each full day the Education Professional works at the District through Zen Educate, as specified in the Rate Card, until the fee is reduced to \$0.
 5. Should the Education Professional leave his or her Direct Hire position within the first ten (10) weeks and was not previously assigned to the District by Zen (i.e., no rebate will apply if the Education Professional was previously assigned to the District), then the District is entitled to a rebate (which is a percentage of Introduction Fee) depending on the period of employment.

The period of employment rebate structure (% of Introduction Fee due) is outlined below:

- (a) Up to 2 weeks 75%
 - (b) Up to 4 weeks 50%
 - (c) Up to 6 weeks 25%
6. All Charges are subject to any applicable taxes.
 7. If the District does not pay any Zen invoices when due, interest shall accrue on the unpaid balance at the rate of one and one-half percent (1-1/2) per month (or the highest rate permitted by law, if less) until paid in full. In addition, the District agrees to pay Zen's costs of collection, including its reasonable attorneys' fees and other professional fees (including expenses and court costs).
 8. The District or Zen may terminate an Assignment without prior notice, but Zen strongly discourages the early termination of Assignments unless exceptional circumstances occur. Education Professionals depend on predictable schedules and reliable income. Early termination of Assignments without sufficient warning or reason causes undue inconvenience and provides Education Professionals with no income protection. Accordingly, the District agrees to pay one day's Assignment Fee in respect of any confirmed Assignment canceled less than twenty-four (24) hours prior to the agreed commencement date, to enable payment to the Education Professional.
 9. The District undertakes to supervise the Education Professional sufficiently to ensure the District's satisfaction with the Education Professional's standards of work. If the District reasonably considers that the services of the Education Professional are unsatisfactory, the District may terminate the Assignment either by instructing the Education Professional to leave the Assignment immediately, or by directing

Zen to remove the Education Professional. Zen may, in its absolute discretion in such circumstances, reduce or cancel the Charges for the time worked by that Education Professional, provided that the District has notified Zen immediately that they have asked the Education Professional to leave the Assignment or the Assignment terminates:

- (a) within four (4) hours of the Education Professional commencing the Assignment where the Assignment is for more than seven (7) hours; or
- (b) within two (2) hours for Assignments of seven (7) hours or less.

10. During an Assignment, the District will confirm to Zen that the Education Professional has indeed worked on the Assignment but, in any case, it shall be assumed that the Education Professional has worked (and the District will be invoiced accordingly) unless the District immediately notifies Zen that no work has been carried out by the Education Professional on the day in question.
11. Zen shall invoice the District weekly in respect of all time worked on Assignments by all Education Professionals at that District during the preceding week and the District shall pay all invoices within thirty (30) business days of issuance.
12. Zen shall keep, and maintain for at least six (6) years following each Assignment, details of all Assignments and the Education Professionals working on them.
13. Educational Professionals are required to have on file a certification showing that staff that require frequent or prolonged contact with students have submitted to a tuberculosis risk assessment and if tuberculosis risk factors were identified, was examined and found to be free of infectious tuberculosis. If no risk factors are identified an examination is not required.
14. Pursuant to 24 P.S. § 1-111 and the Pennsylvania Child Protective Services Law (23 Pa.C.S. Chapter 63), all Education Professionals must obtain and provide the three (3) standard Act clearances prior to the commencement of any Assignment: (a) Pennsylvania Child Abuse History Clearance (Act 151), issued by the Department of Human Services (DHS); (b) Pennsylvania State Police Criminal Record Check (Act 34), issued by the Pennsylvania State Police (PSP); and (c) FBI Federal Criminal History Record (Act 114), which requires fingerprint-based processing through the FBI as facilitated through the Pennsylvania Department of Education (PDE). Education Professionals with disqualifying offenses under 24 P.S. § 1-111(e) and (f.1) shall be ineligible for placement.
15. While Zen makes commercially reasonable efforts to ascertain the skill and reliability of Education Professionals, Zen shall not be liable for loss, damage, or delay arising from (i) any failure to provide an Education Professional, or (ii) the acts or omissions of any Education Professional, except to the extent caused by Zen Educate's breach of this Agreement, provided that such loss, damage, or delay does not arise from Customer's supervision, direction, or use of Education Professionals, or as otherwise required by applicable law. Without limiting the foregoing, Zen shall not be liable for any interruption or inability to access the Platform due to causes beyond its reasonable control. Nothing in this Agreement excludes or limits liability for death or personal injury resulting from a Party's gross negligence or willful misconduct.
16. Each Education Professional is and shall remain the sole employee of Zen for all employment purposes, including wages, tax withholding, and the provision of any employment benefits, and Zen is the employer of record of each Education Professional. During the Assignment, and from the time the Education Professional reports for duty through the duration of the Assignment, the Education Professional is under the supervision, direction, and control of the District as to the work performed. The District must supervise adequately to ensure satisfaction with the standard of work. The District is

responsible for determining whether an Education Professional is assigned to assist in or deliver instruction and for ensuring that such assignment complies with all applicable laws and regulations, including any role-specific qualification requirements. Zen does not direct or control the instructional use or classification of any Education Professional in connection with a particular Assignment. Nothing in this Agreement creates an employment relationship between the District and any Education Professional for tax, benefits, or other employment purposes.

17. The District will comply in all respects with all public health, safety and statutory provisions as are in force from time to time, including codes of practice and legal requirements to which the District is ordinarily subject in respect of the District's own staff (such as adequate liability insurance coverage).
18. Zen and the District agree that they will keep confidential all confidential information and take reasonable steps to ensure that their officers, employees and agents do not disclose confidential information except in the proper performance of their obligations under this Agreement.
19. Without prejudice to the generality of Section 18 above:
 - (a) All information relating to an Education Professional posted on the Platform or otherwise provided by Zen to the District is confidential and is provided solely for the purpose of providing work-finding services to the District. Such information shall not be used by the District for any other purpose nor divulged to any third party, and the District undertakes to abide by the provisions of any applicable data protection legislation at all times in receiving and processing personal data.
 - (b) Zen undertakes to keep confidential all relevant terms and conditions of employment that the District discloses to Zen and not to use such information except for the purposes of this Agreement.
20. Each Party shall indemnify, defend, and hold harmless the other Party, and its officers, employees, and agents, from and against any third-party claims, damages, liabilities, losses, and reasonable attorney's fees, to the extent caused by the negligence or willful misconduct of the indemnifying Party or its employees, agents, or contractors in connection with this Agreement. This indemnity shall not apply to the extent that such claims, damages, or losses result from the negligence or willful misconduct of the indemnified Party.
21. Upon ten (10) business days' notice and to provide time to cure any wrong, Zen reserves the right to restrict a District's access to the Platform, for example in cases of non-payment.
22. This Agreement and the Assignment details constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior agreements and understandings of the parties pertaining to its subject matter.
23. No modification or amendment of this Agreement shall be binding unless executed in writing by authorized signatories of both parties.
24. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after the termination or expiration of this Agreement, shall remain in full force and effect after the termination or expiration of this Agreement.
25. This Agreement may be signed in counterparts, and electronic and PDF signatures shall be treated as originals of the respective party's signatures.

26. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law principles. The parties irrevocably and unconditionally consent to the exclusive jurisdiction and venue of the state and federal courts located within the Commonwealth of Pennsylvania, for purposes of all legal proceedings arising out of or relating to this Agreement, and hereby irrevocably waive the right to trial by jury in any such legal proceedings.
27. Any notice required to be given under this Agreement shall be: (i) in writing signed by a person duly authorized by the sending party and (ii) delivered by hand, e-mail with acknowledgement of receipt, or prepaid first-class mail, to the recipient at its address specified in this Agreement (or otherwise notified from time to time to the sender by the recipient for the purposes of this Agreement).
28. If any provision of this Agreement is held to be unenforceable, (i) such provision shall be severed from this Agreement and the remainder of this Agreement shall not be affected; and (ii) Zen and the District shall negotiate in good faith a replacement provision which is enforceable.

Zen and the District, by their authorized representatives, have signed this Agreement as of the date set forth above.

ZEN EDUCATE INC.

By: Slava Kremerman

By: _____

Name: Vyacheslav Kremerman

Name: _____

Title: CEO

Title: _____

7.3. 2026-2027 Department Leaders

GOVERNOR MIFFLIN SCHOOL DISTRICT DEPARTMENT LEADERS 2026-2027	
Art (Grades K-12)	Angela Mayo
Business/FCS (Grades 7-12)	Josh Rosenbaum
English (Grades 7-12)	Abby McKay
Library (Grades K-12)	Rachel Sebastian
Math (Grades 7-12)	Trevor Woolwine
Performing Arts (Grades K-12)	Jacob Leonowitz
Health/Phys Ed (Grades K-12)	Megan Mohl
Science/Tech Ed (Grades 7-12)	Tony Messina
Social Studies (Grades 7-12)	Michael Kurtz
World Language (Grades 7-12)	Zoe Hudzik

7.4. 2026-2027 Professional Mentors

GOVERNOR MIFFLIN SCHOOL DISTRICT PROFESSIONAL MENTORS 2026-2027	
Brecknock Elementary	Rachel Sebastian
Cumru Elementary	Cynthia Stevens
Mifflin Park Elementary	Kelly Ross
Intermediate School	Amanda Phillips
Middle School	Rebecca Boyer
High School	Rick Lapi; Josh Rosenbaum
Special Education K-6	Allison Giandomenico
Special Education 7-12	Troy Murphy

7.5. 2026-2027 Co-Curricular Positions/Stipends

**GOVERNOR MIFFLIN INTERMEDIATE SCHOOL
CO-CURRICULAR POSITIONS/STIPENDS
2026-2027**

POSITION	RATIO	STIPEND
Yearbook Co-Advisor	20%	\$786.04
Yearbook Co-Advisor	20%	\$786.04
AV Coordinator	25%	\$1,965.18

**GOVERNOR MIFFLIN MIDDLE SCHOOL
CO-CURRICULAR POSITIONS/STIPENDS
2026-2027**

Activity	Ratio	Amount
Band Director	25	2,076.86
Band Assistant Director	7.50%	621.81
Jazz Band Director	20	1540.83
Jazz Band Assistant Director	7.50%	621.81
Show Choir Director	35	2751.35
Accompanist	10	769.89
Choreographer	10	769.89
Student Council Advisors	50	1965.5
Student Council Advisors	50	1965.5
AV Coordinators	17.5	1375.67
AV Coordinators	17.5	1375.67
Ski and Snow Board	5	\$393.00
Ski and Snow Board Assistant	3	\$236
HS Honors Orchestra & Chamber Ensemble	9.8	\$771
Yearbook	30.5	\$2,400
Travel Program		\$5,000
Funds for Hourly Staff Involvement		\$3,274.19
		\$27,908.83

**GOVERNOR MIFFLIN HIGH SCHOOL
CO-CURRICULAR POSITIONS/STIPENDS
2026-2027**

Name Changes/New Positions		Ratio %	Notes	
			Removed : AP Coordinator	
			Added : Spring Swing Jr and Math Club	
Marching Band		\$7,861.00		
Director		100%	\$7,861	
Assistant Director		28.60%	\$2,250	
Percussion Director		25.40%	\$2,000	
Color Guard Director		25.40%	\$2,000	
Marching Band Tech		17.22%	\$1,354	
Marching Band Tech		17.22%	\$1,354	
Marching Band Tech		17.22%	\$1,354	
Marching Band Tech		17.22%	\$1,354	
Marching Band Tech		17.22%	\$1,354	
Marching Band Tech		17.22%	\$1,354	
Set		17.22%	\$1,354	
Jazz Band				
Stang Band	Statemen	20	\$1,572.00	Name Change
Fall Play				
Director		30	\$2,358.00	
Technical Director	Props Designer	7.5	\$590.00	Name Change
Costume Designer		7.5	\$590.00	
Spring Swing				
Director		52.5	\$4,127.00	
Music Director/Co-advisor		20	\$1,572.00	
Vocal Director		10	\$786.00	
Vocal Director		10	\$786.00	
Production Assistant	Props Designer	10	\$786.00	Name Change
Costume Designer		20	\$1,572.00	
Choreographer		20	\$1,572.00	
Set Designer		20	\$1,572.00	
Technical Director		20	\$1,572.00	Combined for 2026-27 (was split for 2025-26)
Technical Director	This position will not be split for 26-27			
House Manager		14.29	\$590.00	

Spring Swing Jr

Director	52.5	\$4,127.00	New for 2026-27
Music Director	20	\$1,572.00	New for 2026-27
Choreographer	20	\$1,572.00	New for 2026-27
Costume Designer	20	\$1,572.00	New for 2026-27
Props Designer	20	\$1,572.00	New for 2026-27
House Manager	10	\$786.00	New for 2026-27

GMHS Responsibilities

Honor Society	25	\$1,965.00
Co-Graduation Coordinators	15	\$1,179.00
	15	\$1,179.00
Senior Class	15	\$1,179.00
Junior Class	10	\$786.00
	10	\$786.00
Sophomore Class	15	\$1,179.00
Freshmen Class	15	\$1,179.00
Yearbook	50	\$3,931.00
Entrepreneur Club	15	\$1,179.00

GMHS Clubs/Activities

Academic Challenge	15	\$1,179.00
Co-GMbassadors	15	\$1,179.00
Co-GMbassadors	15	\$1,179.00
Governors	20	\$1,572.00
GM Environmental Club	15	\$1,179.00
Co-Science Olympiad	7.49	589.5
Co-Science Olympiad	7.49	589.5
Volunteer	25	\$1,965.00
Service Learning	25	\$1,965.00
Culture Club	10	\$786.00
Ski Club	10	\$786.00
Teams	20	\$1,572.00
TSA	20	\$1,572.00
Threads of Success	10	\$786.00
Co - eSports	20	\$1,572.00
Co-eSports	20	\$1,572.00
Hunting and Fishing	10	\$786.00
Key Club	25	\$1,965.00
FBLA	25	\$1,965.00
After-School Basketball	5	\$393.00
After-School Basketball	5	\$393.00
Chess Club	15	\$1,179.00
World Quest Club	15	\$1,179.00
SGA	50	\$3,931.00
SGA Assistant Advisor	20	\$1,572.00
HS Honors Orchestra & Chamber Ensemble.	9.80%	\$771
Art Club	10%	\$786.00
Math Club	10	\$786.00

(funds reallocated from
AP Coordinator position)

7.6. Retirements (none)

7.7. Resignations

RESIGNATIONS

JULY 6, 2026

Brunner, William	- Brecknock, Part-time Food Service; effective June 24, 2026
Evans, Rebecca	- Middle School, Math; effective June 30, 2026
Himelright, Lois	- High School, Food Service; effective June 18, 2026
Reitnauer, Zachary	- Middle School, Social Studies; effective August 1, 2026
Ruff, Amber	- Food Service Substitute; effective June 15, 2026

7.8. Terminations

TERMINATIONS

JULY 6, 2026

Clark, Sheri

- Supportive Substitute; effective June 15, 2026
(inactive status)

7.9. **Employments**

EMPLOYMENTS

JULY 6, 2026

All employments are approved pending the successful and satisfactory completion of new hire documentation, acceptable clearance results, and meeting all employment requirements

Trampos, Noah - High School, Business Ed Long-term Substitute;
effective for the start of the 2026-2027 school year
(new position)

Summer Operations Department Help
Rabold, Ashlen - effective June 24, 2026

7.10. **Status Changes**

STATUS CHANGES

JULY 6, 2026

- | | |
|-------------------|--|
| Bell, Brian | - <i>Reposted for salary acknowledgement</i> – Education Center, Director of Student Services to GMIS, Associate Principal; effective July 1, 2026; 2026-2027 Act 93 Administrative salary \$130,000 (replacing Jillian Lynch – position change) |
| Haas, Nicole | - Cumru, Long-Term Substitute to Cumru, Part-time Paraprofessional; effective August 19, 2026 (returning to original position for 2026-2027 school year) |
| Reiniger, Melissa | - Brecknock, Grade 2 to GMIS, Grade 5; effective for the start of the 2026-2027 school year (replacing Abigail Schlenker – resignation) |

7.11. **Leaves of Absence**

LEAVES OF ABSENCE

JULY 6, 2026

Employee #6582

- Family Medical Leave; effective August 19,
2026 - TBD

7.12. Professional Development Coursework Requests

**PROFESSIONAL DEVELOPMENT COURSE REQUESTS/
TUITION REIMBURSEMENT REQUESTS**

JULY 6, 2026

Bachelors Level

Cregar, Allison	- Wilkes University, Course #525: Introduction to Educational Research; Fall, 2026; 3 credits; tuition \$1,602; reimbursement \$1,602 (Cumru, Grade 2)
Dzon, Kali	- Wilkes University, Course #525: Introduction to Educational Research; Fall, 2026; 3 credits; tuition \$1,602; reimbursement \$1,602 (Cumru, Grade 2)
Fonte, Stefania	- Alvernia University, Course #520: Ethics and Moral Leadership; Fall, 2026; 3 credits; tuition \$1,548; reimbursement \$1,548 (Cumru, PreK)
Fonte, Stefania	- Alvernia University, Course #515: Differentiated Instruction Inclusive Classroom; Fall, 2026; 3 credits; tuition \$1,548; reimbursement \$1,548 (Cumru, PreK)
Freeman, Madison	- Alvernia University, Course #520: Ethics and Moral Leadership; Fall, 2026; 3 credits; tuition \$1,548; reimbursement \$1,548 (Brecknock, Grade 2)
Freeman, Madison	- Alvernia University, Course #515: Differentiated Instruction Inclusive Classroom; Fall, 2026; 3 credits; tuition \$1,548; reimbursement \$1,548 (Brecknock, Grade 2)
Gicking, Emily	- Rowan University, Course #01624: Educational Change; Summer, 2026; 3 credits; tuition \$2,630; reimbursement \$1,602 (Cumru, ESL)
Kemp, Kristen	- Kutztown University, Course #527: Foundations of Urban Education; Summer, 2026; 3 credits; tuition \$1,602; reimbursement \$1,602 (GMIS, Grade 6)

Kemper, Paige	- Wilkes University, Course #513: Inquiry-Based Learning; Fall, 2026; 3 credits; tuition \$1,548; reimbursement \$1,548 (MS, Health/Phys Ed)
Kemper, Paige	- Wilkes University, Course #502: Project-Based Learning; Fall, 2026; 3 credits; tuition \$1,548; reimbursement \$1,548 (MS, Health/Phys Ed)
Prazak, Abigail	- Slippery Rock University, Course #660: Basics of Behavior Principles; Fall, 2026; 3 credits; tuition \$1,602; reimbursement \$1,602 (HS, Life Skills)
Prazak, Abigail	- Slippery Rock University, Course #665: Research in ABA; Fall, 2026; 3 credits; tuition \$1,602; reimbursement \$1,602 (HS, Life Skills)
Reigel, Sarah	- Kutztown University, Course #520: Special Education Processes and IEP Development in a Standards Aligned System; Summer, 2026; 3 credits; tuition \$1,602; reimbursement \$1,602 (HS, Special Education)
Ricketts, Adam	- Alvernia University, Course #520: Ethics and Moral Leadership; Fall, 2026; 3 credits; tuition \$1,548; reimbursement \$1,548 (Brecknock, Grade 4)
Ricketts, Adam	- Alvernia University, Course #515: Differentiated Instruction Inclusive Classroom; Fall, 2026; 3 credits; tuition \$1,548; reimbursement \$1,548 (Brecknock, Grade 4)
Rothrock, Jenna	- Alvernia University, Course #518: Research Instruments; Fall, 2026; 3 credits; tuition \$1,548; Reimbursement \$1,548 (Middle School, English)
Rothrock, Jenna	- Alvernia University, Course #515: Differentiated Instruction Inclusive Classroom; Fall, 2026; 3 credits; tuition \$1,548; reimbursement \$1,548 (Middle School, English)
<u>Masters Level</u>	
Brumbach, Kristin	- PennWest Clarion, Course #6310: Digital Libraries; Fall, 2026; 3 credits; tuition \$1,602; reimbursement \$1,602 (High School, Librarian)

Schwarz, Leah

- Fresno Pacific University, Course #922: Social Emotional Learning through Sports & Physical Education; Fall, 2026; 3 credits; tuition \$460; reimbursement \$460 (HS, Health/Phys Ed)

Doctorate Level

Hoffa, Jennifer

- Immaculata University, Course #615: Contemporary Professional Ethics; Summer, 2026; 3 credits; tuition \$1,602; reimbursement \$1,602 (Social Worker)

TOTAL: \$30,358

7.13. **MOTION TO APPROVE the Human Resources section**

8. **Curriculum/Instruction**

8.1. No scheduled items

9. **Student Services**

9.1. **Betterview Counseling & Trauma Recovery, LLC Agreement**



Betterview Counseling and Trauma Recovery LLC

845 N. Park Road, Suite 101, Wyomissing, PA 19610

Letter of Agreement Between Governor Mifflin School District And Betterview Counseling and Trauma Recovery LLC

The purpose of this Agreement between Governor Mifflin School District (the District) and Betterview Counseling and Trauma Recovery (the Provider) is to delineate the responsibilities of each party in the development, implementation, and operation of a satellite School-Based Mental Health Outpatient Service. This Letter of Agreement is in operation from **07/01/2026 to 06/30/2027**.

The Provider agrees:

1. To maintain Outpatient Mental Health qualifications as deemed necessary, with Governor Mifflin School District designated as a satellite site.
2. To accept referrals from the District staff for intake assessments to determine the appropriate level of care.
3. To provide services within the District buildings as follows:
 - Individual therapy
 - Family therapy
 - Group therapy
 - Intake Assessments
4. To complete an Intake Assessment on all accepted referrals. This assessment may occur at the District buildings, via telehealth, or at a Provider licensed location. At the completion of the intake, the clinician will recommend the appropriate level of care, which may or may not be School-Based Mental Health outpatient services. If recommended services are not available through the Provider, the Provider will discuss this with the client/family and provide referral information for other providers in the area to them.
5. To bill the child's/parent(s) insurance. All copays, coinsurance, and deductibles will be the responsibility of the client/parent(s) and will be billed as appropriate. The District will assume no cost, at any time, for any service.
6. To follow District policies and procedures when working within the school buildings, so long as it does not conflict with the Provider's policies and procedures or state regulations.
7. To communicate with District staff regarding therapists' available times and unavailability due to training, illness, vacation, etc.
8. To provide management representation at meetings to address questions and concerns as necessary.
9. To assign Betterview therapists who are dedicated to a single District building for the duration of the school year, rather than splitting clinician time across multiple buildings. Such therapists shall be available on-site Monday through Friday during open District building hours, with scheduling aligned to referral volume and clinical caseload requirements.



Betterview Counseling and Trauma Recovery LLC

845 N. Park Road, Suite 101, Wyomissing, PA 19610

10. To employ therapists assigned to the District under a designated School-Based Therapist contract structure that aligns scope, schedule, and compensation specifically to school-based work. The Provider maintains this contract structure as the operational mechanism supporting clinician retention within school-based assignments and continuity of care for District students.
11. To maintain an expedited referral-to-consent process. Electronic completion of consent and intake paperwork shall be the default mechanism. Where electronic completion is not achieved prior to intake, remaining paperwork will be completed in person at the initial intake meeting. Parents or legal guardians will attend the initial intake meeting to support rapport-building and ongoing communication between the family, the therapist, and District staff.
12. To provide the District's designated contact with access to a live referral and service-tracking portal showing the current status of referrals received, intake completion, service start dates, and dates of service delivered, in real time.
13. To provide the District with a quarterly **District Overview** report covering the District as a whole and each contracted building. The District Overview shall include the following metrics:
 - Active student caseload by building
 - Referrals received, intakes completed, and active starts during the period
 - Average days from referral to first appointment
 - Discharge dispositions (treatment goals met, transferred, family-initiated, etc.)
 - Therapist staffing and continuity status by building
14. To maintain active bilingual (Spanish) clinical capacity. Spanish-speaking students and families referred for services will be matched to a bilingual therapist or supported through bilingual coordination at intake without delay or out-referral, subject to clinical and scheduling availability.
15. To maintain and provide liability insurance with a limit of at least One Million Dollars per occurrence, as well as worker's compensation insurance required by law, and to ensure that such insurance coverage has been procured and paid for during the duration of this Agreement.
16. To hold the District harmless; and will indemnify the District from claims, causes of action or litigation, including expenses, costs, and fees related to the use of District buildings and/or the services provided pursuant to this Agreement.
17. To follow privacy and confidentiality guidelines consistent with pertinent industry standards and to protect the confidentiality of all protected health information ("PHI") regarding any person who is or has received services pursuant to this Agreement or otherwise in compliance with the Health Insurance Portability and Accountability Act ("HIPAA"), the federal Drug and Alcohol Confidentiality Law, 42 U.S.C. 290dd-2, and the regulations at 42 C.F.R. Part 2 (the "Part 2 Requirements"), the Family Educational Rights and Privacy Act (to the extent applicable) and any other applicable federal and state law.
18. To ensure that all individuals performing services pursuant to this Agreement possess the following valid clearances and certifications: (a) PA Child Abuse History Clearance



Betterview Counseling and Trauma Recovery LLC

845 N. Park Road, Suite 101, Wyomissing, PA 19610

(Act 151); (b) Federal Criminal History Records (Act 114), and; (c) Pennsylvania Background Checks (Act 34).

19. Ensure that all individuals performing services pursuant to this Agreement possess and maintain all certifications and/or licenses required by any state, federal, or local law and/or industry standard.
20. Betterview by executing this Agreement agrees to abide by any applicable Laws related to data breach notification requirements, including but not limited to the Pennsylvania Data Breach Notification Act ("PDBNA"), to the extent any such law applies to it. Because Betterview will be maintaining, storing, and/or managing computerized data on behalf of the District, Betterview agrees to provide the District with notice of any breach of the security system following its discovery by Betterview in accordance with the Law.

The District agrees:

1. To complete all necessary paperwork (referral sheet, release of information, etc.) prior to sending a referral to the Provider.
2. To provide, at a minimum, one confidential room in each District building that has a Provider to implement services. The room should have a phone, if possible, for the Provider to utilize. Each provider should have a confidential room to administer therapeutic services.
3. To acknowledge that services for any student are not guaranteed when a referral is made. There may be any number of reasons why services would not initiate, including but not limited to insurance issues, overdue payments, and consent to treat, to name a few.
4. To excuse students from class to attend sessions with the Provider.
5. To have identified room(s) available to the provider during open District building hours throughout the calendar year.
6. To participate in any meetings with Providers to address concerns, questions, or issues related to program development as ongoing program services.
7. To allow a District representative to sign an encounter form verifying the provision of service if the client is not able.
8. To designate a District point of contact to receive the live referral and service-tracking portal access and the quarterly District Overview report.

Both Parties agree:

1. The recommendations, content/scope of therapeutic services are under the clinical direction of the Provider.
2. That the success of services requires communication and collaboration between the Provider and the District.
3. That in the event of a question or concern regarding an employee from either the Provider or the District, administrative staff will be notified as soon as possible.
4. That either party can terminate this agreement with 90 days written notice.



Betterview Counseling and Trauma Recovery LLC

845 N. Park Road, Suite 101, Wyomissing, PA 19610

By signing this agreement, authorized representatives of both parties agree to the terms within.

Betterview Counseling and Trauma Recovery
Tremayne Jones, LPC; CEO

Date

Governor Mifflin School District

Date

9.2. Agreement with Jennifer Dufford, DNP, FNP-c

Jennifer Dufford, DNP, FNP-c
76 Ideal Park Rd
Catawissa, PA 17820
Cell Phone: 570-854-4618
E-mail: jendufford@gmail.com

INDEPENDENT CONTRACTOR AGREEMENT

CONTRACTOR NAME: Jennifer Dufford, DNP, FNP-c
CONTRACTOR TITLE: Certified Registered Nurse Practitioner
CONTRACTOR ID: 09071987
CONTRACTED WITH: Governor Mifflin School District
CONTRACT DATES: June 1, 2026 – June 30, 2027

We agree to enter into the above contract for services rendered to the Governor Mifflin School District for Medical Provider Authorization of School Based Access Program Services. As directed by PCG Services, each student's IEP and Medical Provider Authorization form review and completion will be billed for 7.5 minutes of time. A rate of \$ 10 per IEP/MPA review will be charged and an invoice will be submitted weekly for IEPs/MPAs reviewed. Reimbursement will be expected within 30 days after invoice submission.

Documents will be transmitted by the Governor Mifflin School District by secure electronic transmission to The Contractor. Contractor will review documents, print and complete the Medical Provider Authorization forms and return electronically or by secure mail, generally on a weekly basis. Contractor will notify the School District if delays are expected due to circumstances such as vacation, illness or other personal circumstances.

All information including Confidential Student Data shall be kept strictly confidential by The Contractor and shall not be used or disclosed for any purpose except as provided in the agreement for review of Individual Education Programs and Medical Provider Authorization of School Based Access Program Services. This obligation of confidentiality shall survive the expiration or termination of this contract.

The contractor agrees to maintain the appropriate licensure, Collaborative Practice Agreement as required by the Nurse Practice Act in Pennsylvania, and Medical Assistance Provider status as well as Child Abuse Clearance and Criminal Background Checks. This documentation will be available upon request.

Contractor's Signature: Jennifer Dufford, DNP, FNP-c Jennifer Dufford, DNP, FNP-c

Date 6/14/26

Representative: Governor Mifflin School District _____

Date _____

9.3. Agreement with Mena Falcon

Independent Contractor Service Agreement

(Bilingual School Psychologist – Spanish Speaking)

This Independent Contractor Agreement ("Agreement") is made and entered into as of June 12, 2026, by and between:

Client/School District: Governor Mifflin School District
Address: 10 South Waverly Street, Shillington, PA 19607
Contact Person: Dr. Jean Solecki

AND

Contractor: Mena Falcon
Address: 414 Linden Street, East Earl, PA 17519
Phone: 717-406-0944
Email: menafalcon2020@gmail.com

1. Scope of Services

The Contractor agrees to provide bilingual (Spanish-English) school psychology services including but not limited to:

- Psychoeducational evaluations
- Bilingual assessments
- Participation in IEP meetings
- Consultations with staff and parents
- Documentation and reporting in compliance with district and legal standards

2. Term of Agreement

This Agreement shall commence on June 12, 2026, and continue until June 30, 2027, unless terminated earlier in accordance with this Agreement.

3. Compensation

The Client agrees to compensate the Contractor at a rate of \$100 per hour for services rendered. The Contractor shall submit itemized monthly invoices specifying the dates, types, and durations of services provided. The Client agrees to remit payment within 30 calendar days of receiving a properly submitted invoice. Any late payments may incur a late fee of 1.5%, unless prior arrangements have been made in writing.

4. Independent Contractor Status

Contractor is an independent contractor and not an employee of the Client. Contractor shall be responsible for all taxes and benefits.

5. Confidentiality

Contractor agrees to maintain the confidentiality of all student and school records and comply with FERPA and other applicable laws.

6. Background Check and Licensure

Contractor affirms they possess the necessary licensure and credentials to perform school psychology services in the state of Pennsylvania. Contractor agrees to undergo background checks as required.

7. Insurance

Contractor agrees to maintain professional liability insurance in the amount of \$1 million and provide proof upon request.

8. Termination

Either party may terminate this Agreement with 30 days' written notice. Upon termination, Contractor will be compensated for services rendered up to the termination date.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Mena Falcon
Contractor

Date: _____

Dr. Jean Solecki, Director of Special Education

On behalf of Governor Mifflin School District

Date: _____

10. **Athletic/Co-Curricular**

10.1. **Fall, 2026 Coaching List**

11. **Operations**

11.1. **Annual Lead Testing for Drinking Water (*Discussion*)**

Annual Lead Testing for Drinking Water per PDE — Discussion

07-06-26

PDE requires LEAs to test annually for lead levels in drinking water or provide a public discussion regarding reasons testing was not conducted within the annual timeframe. Test results above a specified action level (15 parts per billion= 0.015 mg/L) set forth by DEP/EPA required remediation, testing, and alternative drinking water sources. On May 7th, 2026, the Governor's office issued the attached [Dear Colleague letter](#) that notes an aspirational goal for action level requirements for any test results above 0 ppb.

GMSD has tested for lead in drinking water annually and has adhered to the previous actions levels and requirements with many of the drinking source testing locations resulting in test results of less than .001 mg/L. Based on the new aspirational action level goals, technically a result of less than .001 mg/L would require remediation, testing, and alternative drinking water sources. Bottled water that could be provided as an alternative drinking source due to test results above the new guidelines is regulated to not exceed 0.005 mg/L, which could be higher than the source that is closed per the aspirational action level guidance.

School Districts and LEAs require clarification to distinguish between aspirational public health goals and scientifically actionable standards for implementation and reporting purposes. The attached [Lead Testing Guidance Letter](#) provides further narrative on the clarification needed to implement proper guidelines.

GMSD remains committed to safe drinking water for all students, staff, and community members and will support implementation of scientifically credible and operationally feasible safe drinking water action level goals.



June 9, 2026

Dear Secretary Rowe,

We appreciate the Pennsylvania Department of Education's continued commitment to protecting the health and safety of students and school staff. We write regarding PDE's recent communication establishing expectations for school drinking water testing and reporting when lead sampling results exceed 0 parts per billion (ppb).

We fully support the Commonwealth's goal of minimizing lead exposure wherever possible and recognize the well-established public health consensus that there is no known safe level of lead exposure in children. We also support continued efforts by schools to identify and address potential risks in drinking water systems and to communicate transparently with their communities.

At the same time, we respectfully encourage PDE to distinguish between an aspirational public health goal and a practical, scientifically actionable standard for implementation and reporting purposes.

While EPA has established a public health goal of 0 ppb for lead, EPA also explicitly recognizes that this goal is not an enforceable standard and may not always be achievable or measurable in practice due to limitations in testing methods, plumbing materials, and naturally occurring variability in water systems. For this reason, federal drinking water regulations rely on action levels and response protocols rather than requiring absolute zero detection.

This distinction is important for Pennsylvania schools. Trace lead detections can occur even in well-maintained systems and do not necessarily indicate an immediate health risk or system failure. Guidance that treats any detectable amount of lead as equivalent to a significant exposure concern may unintentionally create unnecessary alarm and unrealistic operational expectations for schools.

We are concerned that implementation requirements lacking sufficient scientific and laboratory context could distract school officials from focusing resources on the highest-risk remediation priorities, and could limit lead testing overall, as it will be nearly impossible to achieve the aspirational 0 ppb target. We therefore respectfully encourage PDE to consult with drinking water scientists, laboratory professionals, public health experts, regulatory agencies, and schools as guidance is finalized to ensure that expectations are scientifically sound, clearly communicated, and practically achievable.

We respectfully suggest that PDE's guidance:

- Continue emphasizing the importance of reducing lead exposure to the greatest extent practicable.
- Clearly distinguish between the public health goal of 0 ppb and the actionable or reportable thresholds used for regulatory and remediation purposes at both the state and federal levels.
- Recognize the practical limitations of laboratory testing, instrument capacities, and the possibility of trace detections even where robust mitigation efforts are in place.
- Acknowledge and address the inherent conflict regarding the requirement that alternative sources of drinking water be made available where lead testing exceeds 0 ppb, as bottled water may not exceed a 5 ppb threshold pursuant to FDA regulations.
- Align remediation and communication expectations with established EPA and DEP frameworks and risk-based priorities.
- Provide schools with clear communication tools that help families understand the difference between detectable lead, actionable levels, and immediate health risk.
- Ensure public reporting requirements include sufficient explanatory context to avoid misinterpretation of results.

Our associations remain firmly committed to safe drinking water for every Pennsylvania student and employee. We believe thoughtful implementation guidance can support that shared goal while also maintaining scientific credibility, public confidence, and operational feasibility for schools across the Commonwealth.

We welcome the opportunity to collaborate with PDE, DEP, public health officials, laboratory experts, and other professionals as this guidance is developed.

Thank you for your consideration and continued leadership on this important issue.

Respectfully,

PA Association of School Business Officials

PA Association of Intermediate Units

PA Association of School Administrators

PA School Boards Association

PA Principals Association

PA Association of Rural and Small Schools

From: RA-EDContinuityofED <RA-EDCONTINUITYOFED@pa.gov>

Sent: Thursday, May 7, 2026 3:00 PM

Subject: Reporting Requirements for Lead in School Drinking Water

Dear Colleague,

Studies show that no level of lead exposure is safe for children. Even low levels of lead entering the bloodstream can affect children's health and cause irreversible impacts to the brain. As the health and safety of students, teachers, and school staff are top priorities for Governor Josh Shapiro and the Pennsylvania Department of Education (PDE), the Department has updated guidance related to testing for lead in school drinking water.

Effective immediately, when a school tests for lead in drinking water and the result is **in excess of 0 parts per billion (ppb)**, the U.S. Environmental Protection Agency's Maximum Contaminant Level Goal, the school must take the following actions:

- Immediately implement a plan to ensure there is no exposure to the contaminated drinking water;
- Provide alternative drinking water; and
- Report elevated levels to PDE for public posting.

In accordance with Section 742 of the School Code, public and non-public schools in the Commonwealth are encouraged annually to test drinking water in school facilities where children attend school. Schools that choose not to test must discuss lead testing at a public meeting once per year.

How To Report

To submit test results, complete PDE's [Lead in Drinking Water Report Form](#) (PDF) and email it to RA-EDLeadTesting@pa.gov.

Remediation

PDE recognizes that testing and remediation can be a financial burden for some schools.

Eligible schools can receive free drinking water testing, training, and technical support through the [PA Department of Environmental Protection Lead Testing Program](#).

Approved activities may include, but are not limited to, purchasing and installing approved hydration stations, point of use devices certified to remove lead, and lead-free faucets used for food preparation or drinking.

The [Public School Facility Improvement Grant Program \(PSFIG\)](#) administered by the PA Department of Community and Economic Development also provides grants to public school districts and area career and technical schools for eligible facility improvement projects, including plumbing systems and health and safety upgrades.

Additional Resources

Additional information for schools is available at [Lead in Drinking Water | Department of Education | Commonwealth of Pennsylvania](#).

Questions may be directed to Jesse Frye, PDE Division of School Facilities, at RA-EDLeadTesting@pa.gov.

11.2. **Awarding of Fuel Purchase Bids**

BERKS COUNTY JOINT PURCHASING BOARD
Berks County Intermediate Unit
1111 Commons Boulevard
P.O. Box 16050
Reading, PA 19612-6050

SPECIFICATIONS

for

07/01/2026 – 06/30/2027

**DIESEL FUEL
NRLM
GASOLINE
HEATING OIL**

BID DUE: 11:00 A.M. ON OCTOBER 21, 2025

NOTICE TO BIDDERS

Berks County Joint Purchasing Board (BCJPB) in the Berks County Intermediate Unit office, 1111 Commons Boulevard, P.O. Box 16050, Reading, PA 19612-6050 will be soliciting bids for diesel fuel, NRLM, gasoline, and heating oil.

After reading the following, you are to return the bid sheet stating your desire to participate or not to participate in this bid, the Bid Proposal, Notarized Non-Collusion Affidavit, Certification Regarding Lobbying, and the Certification Regarding Debarment and Suspension. The quantities listed are full requirements for the participating School District's and Townships.

If you desire to participate, the BCJPB fuel committee will determine when the actual bid for furnishing prices will be sent. The bidder will then have 36 hours to submit its sealed bid. The BCJPB fuel committee will open the bids at the stated time and award the bids at the same time.

The Berks County Joint Purchasing Board will evaluate all bids; the award will be based on the lowest responsive and responsible bidder who satisfies the overall specifications.

The Berks County Joint Purchasing Board, on behalf of the member agencies, reserves the right to reject any or all bids or parts thereof, or to waive any or all informalities in connection therewith at its discretion and to award the bid in such a manner as may appear to be in the best interest of the Berks County Joint Purchasing Board.

A bid packet with quantities and locations is enclosed for those vendors who choose to participate.

**BERKS COUNTY JOINT PURCHASING BOARD
Lucille Gallis, Chairman of the Board**

Eligible School Districts and Townships/Boards

The following school districts and townships/boards are eligible to participate:

ASD	Antietam School District, 100 Antietam Road, Stony Creek Mills, Reading, PA 19606
BCTC	Berks Career & Technology Center, 1057 County Road, Leesport, PA 19533
BCIU	Berks County Intermediate Unit, 1111 Commons Blvd., P.O. Box 16050, Reading, PA 19612-6050
BASD	Boyertown Area School District, 911 Montgomery Ave., Boyertown, PA 19512
BHASD	Brandywine Heights Area School District, 200 W. Weis Street, Tipton, PA 19562
DBASD	Daniel Boone Area School District, 501 Chestnut St., Birdsboro, PA 19508
ETSD	Exeter Township School District, 200 Elm Street, Reading, PA 19606
FASD	Fleetwood Area School District, 801 N. Richmond St., Fleetwood, PA 19522
GMSD	Governor Mifflin School District, 10 S. Waverly St., Shillington, PA 19607
HASD	Hamburg Area School District, 701 Windsor Street, Hamburg, PA 19526-0401
KASD	Kutztown Area School District, 251 Long Lane, Kutztown, PA 19530
MSD	Muhlenberg School District, 801 Bellevue Avenue, Reading, PA 19605-1799
OVSD	Oley Valley School District, 17 Jefferson Street, Oley, PA 19547
RMCTC	Reading-Muhlenberg Career & Technology Center, 2615 Warren Rd., Reading, PA 19604
SVSD	Schuylkill Valley School District, 929 Lakeshore Drive, Leesport, PA 19533-8631
TVSD	Twin Valley School District, 4851 N. Twin Valley Road, Elverson, PA 19520-9310
WSD	Wilson School District, 2601 Grandview Blvd., West Lawn, PA 19609-1324
WASD	Wyomissing Area School District, 630 Evans Avenue, Wyomissing PA 19610-2636

Honeybrook Township, 495 Suplee Road, Honey Brook, PA 19344
Muhlenberg Township, 210 George Street, Reading, PA 19605
Union Township, 177 Centre Road, Douglassville PA 19518

INSTRUCTIONS TO BIDDERS

BID CONDITIONS FOR DIESEL FUEL, NRLM, GASOLINE, AND HEATING OIL

1. Sealed Bids for your INTENT TO BID along with the Bid Proposal, Notarized Non-Collusion Affidavit, Certification Regarding Lobbying, Certification Regarding Debarment & Suspension will be received NO LATER THAN 11:00 A.M. OCTOBER 21, 2025, at Berks County Intermediate Unit, 1111 Commons Blvd., Reading, PA 19605 for the Diesel Fuel, NRLM, Gasoline, and Heating Oil Bid.
2. All bids will be publicly opened and read by the Berks County Joint Purchasing Board fuel committee, at the Berks County Intermediate Unit, 1111 Commons Blvd., Reading, PA 19605. Such bid opening shall be made on behalf of the School and Township Boards listed above.
3. Your response shall be submitted in a sealed envelope, addressed to the “Berks County Joint Purchasing Board”, Berks County Intermediate Unit, Attention: Tillie Panneton, 1111 Commons Blvd, P.O. Box 16050, Reading, PA, 19612-6050 for U.S. Mail or 1111 Commons Blvd, Reading PA 19605 for motor carriers and must be plainly marked, BID – FUEL.
4. Response shall be typewritten or legibly written in ink, signed by the bidder on the enclosed form.
5. **BID PROPOSAL** - Included with this bid is a BID PROPOSAL that must be completed and returned before the bid opening.
6. **NON-COLLUSION AFFIDAVIT** - Included with this bid is a NONCOLLUSION AFFIDAVIT, Pennsylvania Anti-Bid-Rigging Act - 10-28-83, that must be completed, notarized, and returned before the bid opening.
7. **BYRD ANTI-LOBBYING AMENDMENT** - Included with this bid is a CERTIFICATION REGARDING LOBBYING that must be completed and returned before the bid opening. Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
8. **DEBARMENT AND SUSPENSION** - Included with this bid is a CERTIFICATION REGARDING DEBARMENT & SUSPENSION that must be completed and returned before the bid opening. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension”. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Awarded vendor(s) further agrees to immediately notify the BCJPB (Tillie Panneton at tilpan@berksiu.org) and all participating member agencies with pending purchases or seeking to purchase from awarded vendor(s), if awarded vendor(s) is later listed on the SAM Exclusions or is listed on the Commonwealth of Pennsylvania Debarment and Suspension List.
9. **DAVIS-BACON ACT as amended** - When required by Federal program legislation, for all prime construction contracts in excess of \$2,000 awarded by the BCJPB, the vendor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, vendor is required to pay wages not less than once a week. Current prevailing wage determination issued by the Department of Labor will be included when required by solicitation. The vendor agrees that the award of a contract or subcontract must be conditioned upon the acceptance of the wage determination. The vendor agrees to comply with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The BCJPB or participating member agency must report all suspected or reported violations to the Federal awarding agency.

- 10. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)** - Where applicable, for all contracts awarded by the BCJPB in excess of \$100,000 that involve the employment of mechanics or laborers, vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 11. EQUAL EMPLOYMENT OPPORTUNITY** - Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor”. Vendor agrees to comply with the Equal Employment Opportunity clause provided under 41 CFR 60-1.4(b) when any contract meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3.
- 12. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT as amended** - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended, when amounts are in excess of \$150,000.
- 13. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** - If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement”, the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements”, and any implementing regulations issued by the awarding agency. When applicable, vendor agrees to comply with these Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements and any implementing regulations issued by the BCJPB.
- 14. SIMPLIFIED ACQUISITION THRESHOLD** - Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Vendor agrees to Bid Terms and Conditions that address violation and breach of contract terms that are in addition to any other remedies that may be available under law or in equity.
- 15. COMPLIANCE WITH BID REQUIREMENTS** - Any inability to comply with the conditions and specifications as outlined must be clearly stated in the bid. Any bid which is incomplete or contains additions, alterations, deletions, or terms and conditions not called for or allowed under the provisions of the bid documents or any other irregularities may be rejected as non-conforming.
- 16. SELECTION OR REJECTION OF BIDS** - The Berks County Joint Purchasing Board, on behalf of the member agencies, reserves the right to reject any or all bids or parts thereof, or to waive any or all informalities in connection therewith at its discretion, and to award the bid in such a manner as may appear to be in the best interest of the Berks County Joint Purchasing Board. Failure to comply with bid requirements in previous awards is grounds for bid rejection. The Berks County Joint Purchasing Board will award based on the lowest responsive and responsible bidder who satisfies the overall specifications.
- 17. DISPUTES** - Exclusive jurisdiction and venue for any dispute relating to any matters pertaining to any bid (or to any contract resulting from any bid) shall be by nonjury trial in the Court of Common Pleas of Berks County Pennsylvania; and

any such dispute shall be governed in all respects as to validity, the construction, capacity, performance, or otherwise by the laws of the Commonwealth of Pennsylvania.

18. **RIGHTS AND REMEDIES** - The rights and remedies of the Berks County Joint Purchasing Board and the participating member agencies provided above shall be exclusive and are in addition to any other rights and remedies provided by law or under the contract. The Berks County Joint Purchasing Board and participating member agencies reserve the right to waive any informalities or reject any and all bids. All applicable laws shall be deemed to be part of the specifications, and the bidder shall be responsible for compliance therewith.
19. Vendors shall provide a firm price or NYMEX+ price.
20. Unless otherwise specified on the form of bid, or in the special instructions for an individual class of commodity, the quantities listed on the form of bid, and in the "Tabulation of Quantities", are **full requirements**, and the school districts/townships guarantee to purchase these quantities. An agreement signed by each participating school district/township to purchase these quantities will be sent to awarded vendor. If the school districts/townships do not use all their quantities, then the following are options:
 - a. If the NYMEX market price is less than bid price, awarded vendor has the right to sell off the remaining quantities and charge the school districts/townships the difference. The BCJPB and awarded vendor will mutually agree on a date to sell the remaining quantities, and if the sale can be done in multiple increments. The awarded vendor shall provide documentation that states the total gallons sold and the sale price.
 - b. If market price is higher than bid price, awarded vendors have the right to sell off any unused quantities and split all profits with the participating school districts/townships that have unused quantities remaining.
 - c. Individual school districts/townships have the right to transfer any of their unused gallons to another BCJPB participating member upon request.
 - d. If the school districts/townships use all their "full requirement" bid quantities before the end of the bid period, then they have the right to negotiate the cost of additional quantities with the awarded vendor.
21. This bid represents requests for bids for diesel fuel, NRLM, gasoline, and heating oil.
22. All diesel fuel, NRLM, gasoline and heating oil invoices are to be corrected to 60° F.
23. The bid prices shall include all charges including delivery F.O.B. destination to the individual school, and/or schools, and townships as specified, and in the proper quantities as designated by the purchase orders as they are issued by each participating school districts/townships.
24. Where the invitation for bids describes or specifies a particular fuel, alternate bids covering fuels equal in all respects are permitted, unless otherwise stated. Berks County Joint Purchasing Board agrees that the naming of any manufacturer or supplier is for the purpose of establishing a standard of quality, clarification, and identification and does not signify a preclusion of other manufacturers or suppliers, but it is agreed that all articles shall be equal in the Board's estimation to those specified, and shall, regardless of any "Trade Name" or use of manufacturer's or supplier's name, meet the specifications listed.
25. The singular as used herein shall include the plural; the masculine shall include the feminine and neuter; "articles" as used herein shall include supplies, materials, and equipment and all incidental work and labor if the same is contemplated in these specifications. Where the term "the Board" is used, it shall be taken to mean the members of the Berks County Joint Purchasing Board of Berks County Intermediate Unit or its authorized representatives. The terms "furnished" shall mean to furnish at the destinations specified as designated and "fuel" to mean all grades of diesel fuel, NRLM, gasoline, and heating oil.
26. Upon the awarding of the bid, the successful bidder(s) shall provide a performance bond for 5% of the total estimated value of the bid if a firm price is awarded. A full copy of the last three (3) years of the successful bidder's financial statements must also be provided if requested by the school district/township. The bond shall be made payable to the requesting entity.
27. The successful bidder(s) who use trucks to transport said fuels, shall submit a Certification of Insurance for fleet delivery vehicles. Limits of liability shall not be less than \$1,000,000 CSL. A worker's compensation certificate is also required if you are the awarded vendor.
28. The enclosed "Tabulation of Quantities" represents each participating school districts/township's full requirements for those items which it may order under any contract awarded as a result of this bid.

29. Successful bidder(s) agrees they will not assign, transfer, or subject any part of this bid, unless specific permission to do so is granted in writing by the school district/township.
30. Successful bidder(s) agrees they will not assign in whole or part any rights or privileges that may accrue to them under the terms of the bid award or any money which may become due to them thereunder.
31. The bidder will hereby agree that, if awarded the contract under these specifications, they will indemnify and save harmless the Berks County Joint Purchasing Board, its members, the secretary and staff, members' school district/township personnel and board officials, from all suits and actions of every nature and description brought against them or any of them growing out of any contract or contracts, written or verbal, entered into between the members of the Berks County Joint Purchasing Board and the successful bidder, and further that upon awarding of the contract to the undersigned bidder in accordance with these specifications, this agreement of indemnification shall automatically become effective.
32. If desired by school district or township, said agency or township may request automatic fuel delivery.
33. INVOICING: The invoices for fuel deliveries shall be sent to the Business Office of each participant. Purchases for each participant shall be deemed to constitute a separate contract between that participant alone and the bidder/supplier. The Berks County Joint Purchasing Board is merely an agent for the participants and neither has nor assumes legal responsibility for the payment of each participant's purchase. The Joint Purchasing Board has urged each participant to process payment for deliveries within sixty (60) days from billing date. The participating member agencies' obligation to make payments during any fiscal year shall be subject to availability and appropriation of funds. **Under no circumstances shall vendors delay shipment of any item pending receipt of purchase orders and payment from other participating districts.**
34. PLEASE NOTE: School district/township will indicate specific delivery locations. These locations will be listed on the district/township purchase order.
35. The bidder agrees to repair any damages to the Berks County Joint Purchasing Board's member districts and/or townships' buildings or premises thereof, caused in the delivery of fuels listed in this proposal and further agrees to remove any or all contaminated dirt or debris resulting from delivery.
36. The successful bidder(s) shall agree to pay the cost of servicing any of the school districts' or townships' equipment necessitated by the delivery of fuels not conforming to the bid specifications or the lack of delivered fuel as specified in the bid conditions. This includes servicing vehicles necessitated by above fuel.
37. The successful bidder shall be responsible for all fuel spills. No costs shall be charged to school districts/townships due to pipeline failures/leaks.
38. The successful bidder shall provide proof of purchase of quantities of fuel for all fixed pricing.
39. In the event the successful bidder shall neglect or refuse to furnish and deliver the said bid products or any part thereof, as provided in these specifications or to replace any which are rejected as stated in the preceding paragraph, then in such event, the Berks County Joint Purchasing Board and/or the Board of Directors of its member school districts/townships are authorized and empowered to purchase products in conformity with this contract from such party or parties in such quantities and such manner as it shall select at the expense of the successful bidder, or to cancel this contract reserving to itself, nevertheless, all rights for damages which may be incurred by the Boards.
40. Before submitting his proposal, each bidder shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the proposed contract. No plea of ignorance of such conditions and requirements resulting from failing to make such investigations and examinations will relieve the successful bidder from his obligation to comply, in every detail, with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any payment in addition to the consideration agreed upon for performance of the contract.
41. Bidders are encouraged to examine carefully the locations listed hereinafter and to investigate all conditions affecting the execution of the contract before submitting bids, as the participating members will not pay any extra charges because of difficulties encountered in making deliveries, filling, or cleaning tanks or doing other work required in fulfilling the terms of the contract.
42. Berks County Joint Purchasing Board participating schools are eligible for IRS regulation 88-13. This regulation allows school districts to purchase diesel fuel, NRLM, gasoline, and heating oil at a tax-free basis and exempts them from the LST

tax. Therefore, all diesel fuel, NRLM, gasoline, and heating oil will be bid less taxes. Proper documentation will be processed with successful bidder. Invoices should list separately the NORA Tax, Federal Superfund Tax, Underground Storage Tank Indemnification Fund (USTIF) and the Leaking Underground Storage Tax, as applicable.

43. All bid papers will be scanned and retained as originals.
44. Any bidder who believes that any portion of these specifications are ambiguous or unclear is requested to contact Eric Clemmer, Berks County Intermediate Unit, 1111 Commons Blvd., P.O. Box 16050, Reading, PA 19612-6050 or phone 610-987-8596 for clarification. If the bidder submits a bid in the absence of asking any questions of clarification, it is assumed that the bidder clearly understood the requirements of the specifications.

WORKERS & COMMUNITY RIGHT TO KNOW PROGRAM CLAUSE

Successful bidder(s) shall be required to comply with the Pennsylvania Law 734 No. 159 – Workers & Community Right To Know Program by furnishing Material Safety Data Sheets (MSDS) on all products prior to shipment of material. Send MSDS sheets to school districts/townships listed on Invitation to Bid, page 3. Failure to comply with this law would result in cancellation of contract or refusal of material when shipped.

ADA ACCOMMODATION NOTICE

If you have special needs as addressed by the American with Disabilities Act and need assistance at this event, please contact BCIU's Civil Rights Compliance Officer at 610-987-8636 at least one week in advance. Reasonable efforts will be made to accommodate you.

FUEL SPECIFICATIONS

1. **Firm price or NYMEX + pricing bids:**

- A. Bidder(s) are to submit a firm price or NYMEX + pricing for **FULL REQUIREMENTS** applicable to the entire term of the contract when requested by the BCJPB.
- B. If NYMEX + pricing is selected, the Berks County Joint Purchasing Board will work with the awarded vendor and provide benchmarks for locking percentages of the fuel contract throughout the term of the contract.

2. **Award**

- A. The Berks County Joint Purchasing Board reserves the right to award a contract whichever is judged to produce the lower aggregate cost or is in the best interest of the Board.
- B. It is intended to award this bid within two (2) hours after bid opening.

3. **Special Instructions for Diesel Fuel, NRLM, Gasoline, and Heating Oil**

- A. The term of the contract shall be from July 1, 2026, to June 30, 2027.
- B. Bid prices to include delivery to various sites as listed, including all fees and fuel surcharges. Orders for transport lots must be 7,200 gallons or more. This quantity of delivery may require the use of two separate locations within the school district/township with a minimum size of 5,000 gallons fuel tank at no increase in cost. Lesser quantities may be ordered for end of season top-off.
- C. Deliveries shall be made between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.
- D. The supplier shall be responsible for any spillage or damage to school/township property by either its trucks or delivery person. Delivery person shall monitor delivery to avoid spillage.
- E. Transport deliveries are to include a copy of the fuel bill of lading received at loading terminal. Tank wagon deliveries shall be evidenced by a printed meter ticket produced from a meter mounted on the delivery vehicle.
- F. Prior to delivery, the delivery person shall locate a building representative authorized to receive the delivery and confirm the quantity of fuel to be delivered, and the tank location designated to receive the delivery.
- G. Deliveries shall be made within 24 hours after receiving contact from the school district or township.
- H. If the supplier awarded the contract fails or refuses to deliver the fuel as ordered, the school district/township shall purchase fuel, as required, on the open market. **The supplier who failed or refused to deliver the fuel shall be liable for all costs in excess of the cost the district or township would have paid had the fuel been delivered as ordered from the supplier awarded this contract.**
- I. All residual fuel being supplied must be converted to 60° F from the true or actual loaded temperature. Computation shall appear on the invoice and billing based upon 60° F.
- J. **The supplier shall invoice school districts and/or townships by ACTUAL QUANTITIES DELIVERED and NOT by ordered quantities.**
- K. Poor quality fuel, including fuel in tank affected by delivery, caused either by off specifications fuel or contaminated trucks, will be removed and replaced with the proper material. All of this will be done at the vendor's expense. In addition, the vendor must supply each district/township with a specification sheet showing the quality of the fuel. A bidder shall agree to pay the cost of servicing the school districts/townships fueling/heating equipment necessitated by the delivery of fuels not conforming to the bid specifications or the lack of delivered fuel as specified in the bid conditions.
- L. In the event the test (performed by an independent testing laboratory) indicates the fuel is not in conformance with any item in the specifications, the supplier shall remove all fuel from the tank or tanks where the fuel was dropped and replace it at no cost to the district/township. The supplier shall also pay the cost of the test. The cost of tests that indicate the fuel is in conformance with these specifications shall be paid by the school district/township.
- M. After bid opening, the Berks County Joint Purchasing Board fuel committee has the option to interview successful candidates before fuel bid award.
 - 1. It will be the responsibility of the successful bidder to meet with the appropriate official of each participating school board/township in order to thoroughly discuss each board's operation with the end in mind of eliminating any possibility of delays in delivery throughout the year. This meeting shall be held just prior to the beginning of deliveries under the direction of the proper official of each participating school board or township.
 - 2. Successful bidder will bid a separate price for adding a fuel additive to stop fuel gel. Additive to be added while truck is being loaded at a rate of 1 gallon of additive per 1,000 gallons fuel. Said additive to be Starion diesel additive or equal. If bidding an alternate additive, please adjust mixing rate accordingly and list blending ratio with price.
- N. **B-2 Bio-Diesel Specifications:**
The B-2 Bio-Diesel shall be comprised of 98% Ultra Low Sulfur Diesel that meets all ASTM Standards and 2% pure Bio-Diesel. The Bio-Diesel shall adhere to all quality standards prior to blending. If the government mandates changes to what type of diesel fuel can be utilized prior to or during the bid period, vendors are required to provide a diesel fuel that meets the new requirements at no additional charge. (i.e. B-5, etc.)

O. **NRLM Specifications:**

The NRLM that is being provided shall adhere to all ASTM Standards. If the government mandates changes to what type of NRLM fuel can be utilized prior to or during the bid period, vendors are required to provide a NRLM fuel that meets the new requirements at no additional charge.

P. **Gasoline Specifications:**

The gasoline that is being provided will be an E-10 flex fuel in 87, 89, and 92 octane that meets all ASTM Standards. Each school district/township will specify which octane fuel they are requesting. If the government mandates changes to what type of gasoline can be utilized prior to or during the bid period, vendors are required to provide a gasoline that meets the new requirements at no additional charge. (i.e. E-15, etc.)

Q. **#2 Heating Oil Specifications:**

The heating oil that is being provided shall meet all ASTM Standards. School districts/townships with above ground tanks will specify if they desire to have blended fuel. If the government mandates changes to what type of #2 heating oil can be utilized prior to or during the bid period, vendors are required to provide a heating oil that meets the new requirements at no additional charge.

FUEL BID 7/1/26 - 6/30/27
JUNE 30, 2026 AT 11:00 AM Eastern Time

FIRM PRICING

	Diesel Direct Central, LLC	Gresham Petroleum Company	Petroleum Traders Corporation
Product	FIRM PRICING PER GALLON FOR 12 MONTHS	FIRM PRICING PER GALLON FOR 12 MONTHS	FIRM PRICING PER GALLON FOR 12 MONTHS

Transport delivery = 7200 gallons or more

Tank Wagon delivery = less than 7200 gallons

GASOLINE			
TRANSPORT Unleaded Octane 8	No Bid	2.6483	*2.3672
Tank Wagon Unleaded Octane 87	*3.1832	4.2054	No Bid
Tank Wagon Unleaded Octane 89	*3.3305	4.4054	No Bid
Tank Wagon Unleaded Octane 92	*3.5897	4.6554	No Bid

HEATING OIL			
TRANSPORT #2 Heating Oil	No Bid	3.1735	*2.9564
Tank Wagon #2 Heating Oil	*3.5514	4.6296	No Bid
Additive Price for #2 Heating Oil	*0.0500	+0.0300	*0.0300
Additive Mixing Ratio	*1:3000	1:7500	*1:7500

DIESEL			
TRANSPORT B-2 Bio-diesel	No Bid	3.1738	*3.0606
Tank Wagon B-2 Bio-diesel	*3.7643	4.3796	No Bid
Additive Price B-2 Bio-diesel	*0.0400	+0.0300	*0.0300
Additive Mixing Ratio	*1:3000	1:7500	*1:7500

NRLM			
Tank Wagon NRLM	*4.7166	5.1796	No Bid

FUEL BID 7/1/26 - 6/30/27
JUNE 30, 2026 AT 11:00 AM Eastern Time

NYMEX + PRICING

	Diesel Direct Central, LLC	Gresham Petroleum Company	Petroleum Traders Corporation
Product	NYMEX + PRICING PER GALLON FOR 12 MONTHS	NYMEX + PRICING PER GALLON FOR 12 MONTHS	NYMEX + PRICING PER GALLON FOR 12 MONTHS

Transport delivery = 7200 gallons or more Tank Wagon delivery = less than 7200 gallons

GASOLINE			
TRANSPORT Unleaded Octane 8	No Bid	0.0000	-0.0322
Tank Wagon Unleaded Octane 87	0.7488	+0.7000	No Bid
Tank Wagon Unleaded Octane 89	0.8961	+0.9000	No Bid
Tank Wagon Unleaded Octane 92	1.1553	+1.1500	No Bid

HEATING OIL			
TRANSPORT #2 Heating Oil	No Bid	+0.2000	0.0601
Tank Wagon #2 Heating Oil	0.6346	+0.7500	No Bid
Additive Price for #2 Heating Oil	0.0500	+0.0300	0.0300
Additive Mixing Ratio	1:3000	1:7500	1:7500

DIESEL			
TRANSPORT B-2 Bio-diesel	No Bid	+0.2000	0.1243
Tank Wagon B-2 Bio-diesel	0.8257	+0.7500	No Bid
Additive Price B-2 Bio-diesel	0.0400	+0.0300	0.0300
Additive Mixing Ratio	1:3000	1:7500	1:7500

NRLM			
Tank Wagon NRLM	1.7780	+1.1500	No Bid

BERKS COUNTY JOINT PURCHASING BOARD

7/1/26 - 6/30/27 FUEL BID TALLY SHEET - Open and Review June 30, 2026

PATRICIPATING VENDOR LIST

Diesel Direct Central LLC

Gary N Kilgos

74 Maple St

Stoughton, MA 02072

Phone: 610-715-3911

Email: Argyris.Kligos@dieseldirect.com

Gresham Petroleum Company

Megan Quick

415 Pershng Avenue

Indianola, MS 38751

Phone: 260-739-5628 ext. 2108

Email: gpcbids@greshampetroleum.com

Petroleum Traders Corporation

Linda Stephens

7120 Pointe Inverness Way

PO Box 2357

Fort Wayne, IN 46801-2357

Phone: 888-637-7661

Email: jvanderpool@petroleumtraders.com

BERKS COUNTY JOINT PURCHASING BOARD
FUEL BID
INTENT TO BID – OCTOBER 21, 2025

An intent to bid meeting was held on Tuesday, October 21, 2025, at 11:00 a.m. in the Berks County Intermediate Unit offices. Carolyn Hertzog called the meeting to order. Those in attendance were as follows:

Shari Hassler, Carolyn Hertzog	Berks County Intermediate Unit
--------------------------------	--------------------------------

Intent to Bid letters were opened for the Fuel Bid for the period of 7/1/26 – 6/30/27.

The following vendors participated:

Gresham Petroleum Company – Indianola, MS
Petroleum Traders Corporation – Fort Wayne, IN
Richland Partners dba Leffler Energy – Lancaster, PA
World Fuel Services, Inc. – Miami, FL

United Energy Plus Terminals, LLC – Downingtown, PA responded with a No Bid

The following vendor was rejected:

Ports Petroleum, Co., Inc. due to not honoring Terms & Conditions

Carolyn Hertzog made a motion to accept all bids with proper documentation. This was seconded by Shari Hassler.

A motion to adjourn was made by Carolyn Hertzog and seconded by Shari Hassler. All in attendance unanimously approved the motion. The meeting was adjourned at 11:20 a.m.

BID OPEN/REVIEW/AWARD – JUNE 30, 2026

A bid meeting was held in person and via zoom on Tuesday, June 30, 2026, at 11:00 a.m. in the Berks County Intermediate Unit offices. Eric Clemmer called the meeting to order. Those in attendance were as follows:

In Person:

Eric Clemmer, Matt Comfort	Berks County Intermediate Unit
Carolyn Hertzog, Melanie Serrano	Berks County Intermediate Unit
Randy Williams	Wilson School District

Via Virtual Zoom Connection:

Timothy Ziegler	Governor Mifflin School District
Michele Zimmerman	Hamburg Area School District

Bids were opened and reviewed for the Fuel Bid for the period of 7/1/26 – 6/30/27.

Note: As of June 1, 2026, World Fuel Services, Inc., has transferred to Diesel Direct Central LLC.

It was recommended to award FIRM pricing for 100% of Transport Gasoline Unleaded; Transport #2 Heating Oil plus additive; and Transport B-2 Bio-diesel plus additive. A motion was made by Randy Williams (Wilson School District) and seconded by Michele Zimmerman (Hamburg School District) to recommend awarding this to Petroleum Traders Corporation.

It was recommended to award FIRM pricing for 100% of Tank Wagon Gasoline Unleaded; Tank Wagon #2 Heating Oil plus additive; Tank Wagon B-2 Bio-diesel plus additive; and Tank Wagon NRLM. A motion was made by Randy Williams (Wilson School District) and seconded by Michele Zimmerman (Hamburg School District) to recommend awarding this to Diesel Direct Central, LLC.

All recommendations were reviewed by members of the Berks County Joint Purchasing Board Committee. All were in favor, and it was unanimously approved. A motion was made to adjourn the meeting by Eric Clemmer and seconded by Carolyn Hertzog. The meeting adjourned at 11:45 a.m. Please see the attached Tally Sheets for recommended award.

11.3. **Purchase of Maintenance Vehicle**

11.4. **Middle School Change Order GC-PCO-99146R1**

1. The Prime Contractors may request additional compensation, and/or a future time extension, which, in the future, may be justified as the result of this change order's unforeseeable cumulative effect with other change orders.
2. Please refer to any additional qualifications on the attached proposals / backup included from the respective Prime Contractors.



- General Contractors
- Facility Maintenance
- Construction Management
- Design/Build

CHANGE ORDER

To: Governor Mifflin School District
10 South Waverly Street
Shillington, PA 19607

Email: timothy.ziegler@gmsd.org

Revised: June 16, 2026
Date: May 14, 2026
C.O. #: X-104 RV1
Project: Governor Mifflin HS & MS Renovations
Job #: 2511
Cost Code: X-104
Related: N/A

We hereby agree to make change(s) specified below:

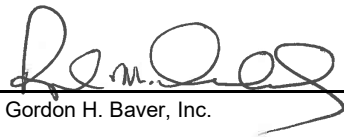
To furnish all the labor, material, equipment and supervision necessary to eliminate 455 square feet of VCT in Corridor C09 per RFI GC-125 and add 485 square feet of VCT in Stairs 1 & 4 per RFI GC-137. This proposal includes removal of existing flooring in the first floor landings of Stairs 1 & 4 and excludes new resilient base.

Project Manager for 1 Hour @ \$124.00/Hour:	\$	124.00
CFC Proposal:	\$	515.00
Empire COR dated 6/5/26:	\$	1,232.00
Total	\$	1,871.00

Contractor Fee	\$	12.40
Subcontractor Fee	\$	87.35
Bond	\$	39.42
	\$	2,010.17

The contract time will be changed by Zero (0) days.

This Change Order is valid for 30 Calendar Days from Date of Change Order.


Gordon H. Bayer, Inc.

SCHRADERGROUP architecture llc

Governor Mifflin School District

June 16, 2026

Date

Date

Date

ACCEPTED - The above process and specifications of this change order are satisfactory and are hereby accepted.
All work to be performed under the same terms and conditions as specified in original contract unless otherwise stipulated.

NOTE - This change order becomes part of and in conformance with the existing contract.

Commercial • Industrial • Institutional
187 West Eighth Street • Pennsburg, PA 18073
Phone (215) 679-7988 • www.gordonhbaverinc.com



187 West Eighth Street
Pennsburg, PA 18073
(215) 679-7988 Office

Project	Governor Mifflin HS/MS Renovations
Owner	Governor Mifflin School District
Architect	SCHRADERGROUP architecture llc
Architect's Project Number	20.008 & 20.009

Request for Information		RFI No:	GC- 125
Contractor	Gordon H. Bayer, Inc.	Contractor Proj. No:	2511
By	Raymond Orehowsky		
Date	Thursday, May 7, 2026		
Subject	Middle School Flooring in Area C	Requested Priority	
Reference	Drawing # A903	Low Normal High Note: Please limit urgent requests to those necessary.	
	or Spec Section # -		

QUESTION:

The highlighted area on the attached drawing A903 is scheduled for new VCT flooring and is not scheduled to have existing flooring removed. Note that the existing flooring is terrazzo. Please confirm that we are to furnish and install new VCT over the existing terrazzo.

Attachments (describe here and attach)	Highlighted Section of Drawing A903
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RESPONSE:

Do not install new VCT in this area, existing terrazzo should remain. Please provide a credit for this removed scope of work.

B.Good, 5/12/2026

Attachments (describe here and attach)	
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SCHRADERGROU
 3015 Lehigh Valley Blvd., Suite 200
 Allentown, PA 18103
 P 610.487.4142
 F 610.487.4143
 www.schradergroup.com

Client:
 Schuylkill County Intermediate Unit
 1001 W. Lehigh Valley Blvd., Suite 200
 Allentown, PA 18103
 P 610.487.4142
 F 610.487.4143
 www.schradergroup.com

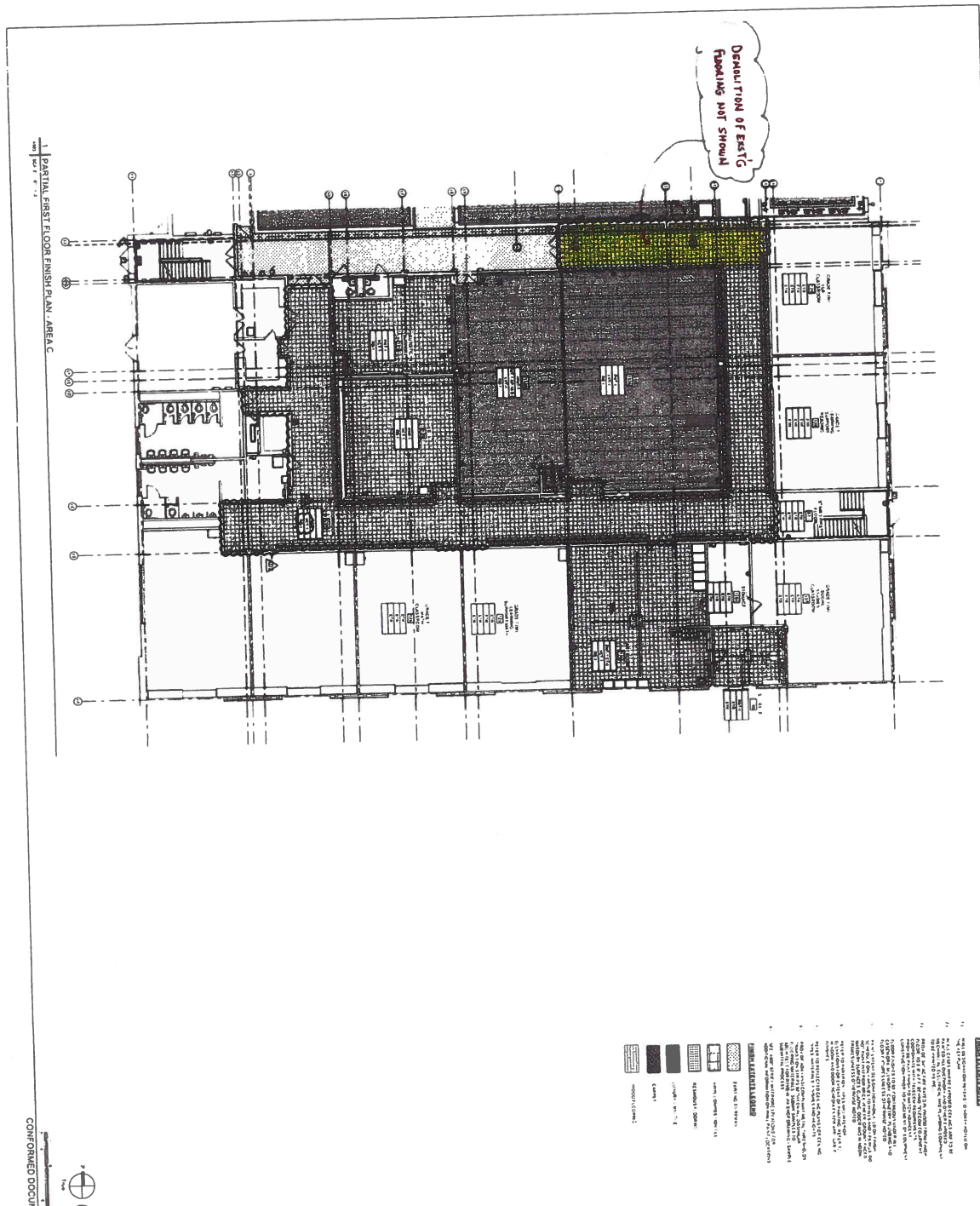
Project Name:
 Governor Mifflin School District
 130 E. Lancaster Avenue
 Shillington, PA 19577

Renovations to
GOVERNOR MIFFLIN
SCHOOL DISTRICT
 130 E. Lancaster Avenue
 Shillington, PA 19577

DATE	DESCRIPTION
07/28/2015	SCA 890367
08/04/2015	SCA 890367
08/11/2015	SCA 890367
08/18/2015	SCA 890367
08/25/2015	SCA 890367
09/01/2015	SCA 890367
09/08/2015	SCA 890367
09/15/2015	SCA 890367
09/22/2015	SCA 890367
09/29/2015	SCA 890367
10/06/2015	SCA 890367
10/13/2015	SCA 890367
10/20/2015	SCA 890367
10/27/2015	SCA 890367
11/03/2015	SCA 890367
11/10/2015	SCA 890367
11/17/2015	SCA 890367
11/24/2015	SCA 890367
12/01/2015	SCA 890367
12/08/2015	SCA 890367
12/15/2015	SCA 890367
12/22/2015	SCA 890367
12/29/2015	SCA 890367
01/05/2016	SCA 890367
01/12/2016	SCA 890367
01/19/2016	SCA 890367
01/26/2016	SCA 890367
02/02/2016	SCA 890367
02/09/2016	SCA 890367
02/16/2016	SCA 890367
02/23/2016	SCA 890367
02/29/2016	SCA 890367
03/06/2016	SCA 890367
03/13/2016	SCA 890367
03/20/2016	SCA 890367
03/27/2016	SCA 890367
04/03/2016	SCA 890367
04/10/2016	SCA 890367
04/17/2016	SCA 890367
04/24/2016	SCA 890367
05/01/2016	SCA 890367
05/08/2016	SCA 890367
05/15/2016	SCA 890367
05/22/2016	SCA 890367
05/29/2016	SCA 890367
06/05/2016	SCA 890367
06/12/2016	SCA 890367
06/19/2016	SCA 890367
06/26/2016	SCA 890367
07/03/2016	SCA 890367
07/10/2016	SCA 890367
07/17/2016	SCA 890367
07/24/2016	SCA 890367
07/31/2016	SCA 890367
08/07/2016	SCA 890367
08/14/2016	SCA 890367
08/21/2016	SCA 890367
08/28/2016	SCA 890367
09/04/2016	SCA 890367
09/11/2016	SCA 890367
09/18/2016	SCA 890367
09/25/2016	SCA 890367
10/02/2016	SCA 890367
10/09/2016	SCA 890367
10/16/2016	SCA 890367
10/23/2016	SCA 890367
10/30/2016	SCA 890367
11/06/2016	SCA 890367
11/13/2016	SCA 890367
11/20/2016	SCA 890367
11/27/2016	SCA 890367
12/04/2016	SCA 890367
12/11/2016	SCA 890367
12/18/2016	SCA 890367
12/25/2016	SCA 890367
12/31/2016	SCA 890367

Project Name:
 Governor Mifflin School District
 130 E. Lancaster Avenue
 Shillington, PA 19577

Project Name:
 Governor Mifflin School District
 130 E. Lancaster Avenue
 Shillington, PA 19577



PARTIAL FIRST FLOOR FINISH PLAN - AREA C
 1/2" = 10'-0"



187 West Eighth Street
Pennsburg, PA 18073
(215) 679-7988 Office

Project	Governor Mifflin HS/MS Renovations
Owner	Governor Mifflin School District
Architect	SCHRADERGROUP architecture llc
Architect's Project Number	20.008 & 20.009

Request for Information		RFI No:	GC- 137
Contractor	Gordon H. Bayer, Inc.	Contractor Proj. No:	2511
By	Raymond Orehowsky		
Date	Thursday, May 28, 2026		
Subject	Floor Finishes in Middle School Stairs 1 & 4	Requested Priority	
Reference	Drawing # A705	Low Normal High Note: Please limit urgent requests to those necessary.	
	or Spec Section # -		

QUESTION:

Drawing A705 does not include notes to remove and replace flooring in the 1st floor landings of Stair 1 & 4. Presently, our scope includes removal and replacement of flooring at the second-floor landings, intermediate landings, and stair treads and risers. VCT-1 will be used at the second-floor landings, rubber floor tile at the intermediate landings, and rubber at the treads and risers. Please confirm that the floor finish on the first floor is to remain.

Attachments (describe here and attach)	-
--	---

RESPONSE:

Per discussion on 6/3/26 the flooring and base in these areas should be removed and new flooring installed. The VCT and base that was removed from the scope of work in part of Area C First Floor Corridor per RFI GC125 should be installed at these locations.

B.Good, 6/4/2026

Attachments (describe here and attach)	
--	--

CFC Solutions, LLC

Commercial Floor Covering Solutions, LLC
1701 Union Blvd. Suite 100A Allentown, PA 18109



To: Gordon H Bayer, Inc.
187 W 8th St,
Pennsburg, PA 18073
ATTN: Raymond Orehowsky

Ray,

Regarding the VCT in the first-floor stair towers, I estimated approximately 485 SF of VCT in these spaces. I broke it out below and applied the previous Corridor 09 455 SF VCT Credit Proposal, plus material-to-be-furnished. There is a \$115 Flat Rate to ship VCT- this cannot be deducted as it costs the same to ship 1 carton as 11 cartons.

Governor Mifflin Middle School							
GMMS Stair Tower First Floor VCT - 485 SF, Applying Previous C-09 455SF Credit.							
<u>Material:</u>	<u>Labor Hours:</u>	<u>Labor Rate:</u>	<u>Labor Cost:</u>	<u>Material:</u>	<u>Shipping:</u>	<u>Overhead/ Profit:</u>	<u>Total:</u>
<u>VCT:</u>	<u>5.00</u>	<u>\$94.00</u>	<u>\$470.00</u>	<u>\$960</u>	<u>\$115</u>	<u>\$169</u>	<u>\$1,714</u>
<u>Prep/Adhesive:</u>	-	-	<u>\$34.00</u>	<u>\$37</u>	-	-	<u>\$71</u>
<u>Admin:</u>	<u>1.00</u>	<u>\$75.00</u>	<u>\$75.00</u>	-	-	-	<u>\$75</u>
<u>C-09 Deduct</u>	-	-	<u>-\$438</u>	<u>-\$855</u>	-	<u>-\$52</u>	<u>-\$1,345</u>
<u>TOTAL:</u>	-	-	<u>\$141.00</u>	<u>\$142</u>	<u>\$115</u>	<u>\$117</u>	<u>\$515</u>

Respectfully,

George Koury
Project Manager
Commercial Floor Covering (CFC) Solutions
C: (610) 417-0480
gkoury@cfcsolution.net



An Empire Group Company

EMPIRE WRECKING CO OF READING PA

1440 Carbon Street, Ste A
Reading, PA 19601

Change Order

Project: Governor Mifflin HS and MS Renovation
101 S Waverly St
Shillington, PA 19607

Date : 06/05/26
Change Order #: 34
Empire Job # : 25- 2008

To (Owner): Gordon H Bayer, Inc.
187 West Eighth Street
Pennsburg, PA 18073

Existing Contract Number: 25- 2008
Existing Contract Date:
Project Manager: Matt Bard

EMPIRE SERVICES hereby agrees to make the change(s) specified at this lump sum price.

C.O. Item	Description	Change in Days	UM	Units	Unit Price	Amount
1	Remove VCT in Stairwell 1st Floor Landings		LS			1,232.00
Total For Change Order:						1,232.00

Labor: \$1,044 + 10%MU = \$1,149

T&D: \$75 + 10% MU = \$83

ACCEPTED--- The above prices and specifications of This CHANGE ORDER are satisfactory and are hereby Accepted. All work to be preformed under same terms And conditions as specified in original contract unless

Authorized By Owner:

Gordon H Bayer, Inc.
187 West Eighth Street
Pennsburg, PA 18073

Accepted By Contractor:

EMPIRE WRECKING CO OF READING PA
1440 Carbon Street, Ste A
Reading, PA 19601

Architect/Engineer:

,

By: _____ **By:** _____ **By:** _____

Date: _____ **Date:** _____ **Date:** _____

11.5. Middle School/High School Change Order GC-PCO-99155



**PROPOSED
CHANGE ORDER
REQUEST**

Project:	Governor Mifflin HS/MS Plumbing				
Description:	Extensions to allow us to use speed T&S faucet for undermount sinks				
PCO #:	7				

COST BREAKDOWN

LABOR COST

Classification	Certified Payroll Base Rate *	Fringe Benefits (as defined by L&I) *	Total Hourly Rate	Hours	Total
Project Manager	\$250.00		\$250.00	2	\$500.00
Superintendent	\$60.28	\$35.26	\$95.54		\$0.00
Foreman	\$58.28	\$35.26	\$93.54	6	\$561.24
Pipe Fitter			\$0.00		\$0.00
Sheet Metal			\$0.00		\$0.00
Plumber	\$54.28	\$35.26	\$89.54		\$0.00
Equipment Operator			\$0.00		\$0.00
Laborer			\$0.00		\$0.00
Truck Driver	\$65.00		\$65.00		\$0.00
Service Technician			\$0.00		\$0.00
CAD Detailer	\$200.00		\$200.00		\$0.00
			\$0.00		\$0.00
			\$0.00		\$0.00
			\$0.00		\$0.00
Sub-Total					\$1,061.24

On Base Labor Rate ONLY

{

Social Security @	6.20%	\$65.80
Medicare @	1.45%	\$15.39
Unemployment @	10.96%	\$116.35
Workmans Compensation @	8.38%	\$88.93
Public Liability Insurance @	5.01%	\$53.17
Sub-Total		\$339.64

** Labor Markup 10.00%

TOTAL LABOR **\$1,540.97**

MATERIAL COST (attach material list if necessary, insert totals as shown)

Item	Quantity	Unit Cost	Sub Total	Tax	Total Cost
Faucet extensions and washers	5	\$134.78	\$673.90	6.00%	\$714.33
			\$0.00	6.00%	\$0.00
			\$0.00	6.00%	\$0.00
			\$0.00		\$0.00
Sub-Total					\$714.33

** Material Markup 10.00%

MATERIAL TOTAL **\$785.77**

EQUIPMENT COST (equipment cost for owned equipment (depreciation, insurance, etc.) or documentation supporting lease of equipment)

Classification	Hour Rate	Hours	Total Cost
			\$0.00
			\$0.00
Sub-Total			\$0.00

** Equipment Markup 10.00%

EQUIPMENT TOTAL **\$0.00**

SUBCONTRACT COST (see attached cost breakdown sheet)

Classification	Hour Rate	Hours	Total Cost
		1	
Sub-Total			\$0.00

** Subcontract Markup 5.00%

SUBCONTRACT TOTAL **\$0.00**

SUBTOTAL **\$2,326.73**

Bond 2.50% **\$58.17**

TOTAL **\$2,384.90**

An additional 1 day(s) will be required on contract time for this proposal.
Prices are subject to change if not accepted within 30 day(s).

Submitted By Kody Hall	Date 6/10/26	Accepted By:	Date
-------------------------------	--------------	--------------	------

11.6. Middle School Change Order GC-PCO-99157R1

1. The Prime Contractors may request additional compensation, and/or a future time extension, which, in the future, may be justified as the result of this change order's unforeseeable cumulative effect with other change orders.
2. Please refer to any additional qualifications on the attached proposals / backup included from the respective Prime Contractors.



- General Contractors
- Facility Maintenance
- Construction Management
- Design/Build

CHANGE ORDER

To: Governor Mifflin School District
10 South Waverly Street
Shillington, PA 19607

Email: timothy.ziegler@gmsd.org

Revised: June 23, 2026
Date: June 18, 2026
C.O. #: X-113 RV1
Project: Governor Mifflin HS & MS Renovations
Job #: 2511
Cost Code: X-113
Related: RFI #202 (GC136)

We hereby agree to make change(s) specified below:

To furnish all the labor, material, equipment and supervision necessary to eliminate the removal of door frames, window frames, masonry infills and add metal framing and drywall at the existing wall between Middle School Rooms 132B and 130/131. All work to be completed in accordance with the response to RFI #202 (GC136) dated 6/4/26. Revised to reflect 1 man day reduction in Supreme Ceiling's labor.

Project Manager for 1 Hour @ \$124.00/Hour:	\$ 124.00
Empire COR #35 dated 6/5/26:	\$ (1,021.00)
Garvey Proposal dated 6/16/26:	\$ (3,780.00)
Supreme Email dated 6/5/26:	\$ 10,765.88
Supreme Email dated 6/19/26:	\$ (880.00)
Total	\$ 5,208.88

Contractor Fee	\$ 12.40
Subcontractor Fee	\$ 254.24
Bond	\$ 109.51
	\$ 5,585.03

The contract time will be changed by Zero (0) days.

This Change Order is valid for 30 Calendar Days from Date of Change Order.


Gordon H. Baver, Inc.

SCHRADERGROUP architecture llc

Governor Mifflin School District

06/23/2026

Date

Date

Date

ACCEPTED - The above process and specifications of this change order are satisfactory and are hereby accepted. All work to be performed under the same terms and conditions as specified in original contract unless otherwise

NOTE - This change order becomes part of and in conformance with the existing contract.

Commercial • Industrial • Institutional
187 West Eighth Street • Pennsburg, PA 18073
Phone (215) 679-7988 • www.gordonhbaverinc.com



#202

187 West Eighth Street
Pennsburg, PA 18073
(215) 679-7988 Office

Project	Governor Mifflin HS/MS Renovations
Owner	Governor Mifflin School District
Architect	SCHRADERGROUP architecture llc
Architect's Project Number	20.008 & 20.009

Request for Information

RFI No:

GC- 136

Contractor	Gordon H. Bayer, Inc.	Contractor Proj. No:	2511
By	Raymond Orehowsky		
Date	Wednesday, May 27, 2026		
Subject	MS Wall Between Rooms 132B and 130/131	Requested Priority	
		Low Normal High	
Reference	Drawing # A103, A521	Note: Please limit urgent requests to those necessary.	
	or Spec Section # -		

QUESTION:

The windows and doors between the new LGI Room 132B and Rooms 130 & 131 are shown to be removed per demolition notes D33 & D39. New masonry infills are shown on Drawings A103 and A521. However, we have discovered that existing lintels are not present over the existing window and door openings. Therefore, what is shown on the contract drawings cannot safely be done. Please advise if we are to provide pricing to needle shore the existing walls to allow for new lintels or if the entire wall should be demolished and rebuilt.

Attachments (describe here and attach)

-

RESPONSE:

Per discussions between GHB, SG and GM the doors should be removed and the frame/windows should remain in place. Wall Type S3A should be added to the LGI 132B side of the wall. Wall Type S3A should be added to the Room 130 side of the wall, however because of existing door frame X130 the wall will need to be angled into the corner at existing door frame X130 or change to an H7A Wall Type a few feet before the door frame. Room 131 is already scheduled to receive an S4A wall.

B.Good, 6/4/2026

Attachments (describe here and attach)



An Empire Group Company

EMPIRE WRECKING CO OF READING PA

1440 Carbon Street, Ste A

Reading, PA 19601

Change Order

Project:	Governor Mifflin HS and MS Renovation 101 S Waverly St Shillington, PA 19607	Date :	06/05/26
		Change Order #:	35
		Empire Job # :	25- 2008
To (Owner):	Gordon H Bayer, Inc. 187 West Eighth Street Pennsburg, PA 18073	Existing Contract Number:	25- 2008
		Existing Contract Date:	
		Project Manager:	Matt Bard

EMPIRE SERVICES hereby agrees to make the change(s) specified at this lump sum price.

C.O. Item	Description	Change in Days	UM	Units	Unit Price	Amount
PCO	Delete 4 Windows and 2 Door Frames		LS			-1,021.00
Total For Change Order:						-1,021.00

Labor: (\$828) + 10%MU = (\$911)

T&D: (\$100) + 10% MU = (\$110)

ACCEPTED--- The above prices and specifications of This CHANGE ORDER are satisfactory and are hereby Accepted. All work to be preformed under same terms And conditions as specified in original contract unless

Authorized By Owner:

Gordon H Bayer, Inc.
187 West Eighth Street
Pennsburg, PA 18073

Accepted By Contractor:

EMPIRE WRECKING CO OF READING PA
1440 Carbon Street, Ste A
Reading, PA 19601

Architect/Engineer:

,

By: _____ By: _____ By: _____

Date: _____ Date: _____ Date: _____

JOHN K. GARVEY MASONRY, LLC
17 Clayton Avenue
Lancaster, PA 17602
717-278-8541

June 16, 2026

Gordon H. Bayer, Inc.
Attn: Raymond Orehowsky
187 W. Eighth Street
Pennsburg, PA 18073
215-679-7988
rorehowsky@baverinc.com

PROJECT: Renovations to Governor Mifflin Middle School GMSD-MS Project # 20.008 & 20.009
RFI NO: GC-136 MS Wall between Rooms 132B and 130/131

REDUCTION: For Deletion to Contract

REDUCE CONTRACT of \$3,780.00

-	Labor:	\$3,080.00
-	Material:	700.00

TOTAL AMOUNT	<u>\$3,780.00</u>
--------------	-------------------

If you have any further questions, please call me. Thank you Ray.

JOHN K. GARVEY

Ray Orehowsky

From: George Leonhardt <gleonhardt@supremeceilings.com>
Sent: Friday, June 5, 2026 10:52 AM
To: Ray Orehowsky; Emily Baver
Subject: RE: Response RFI GC136 - MS Wall Between Rms 132B & 130/131 - GMSR

Anything to keep you happy Ray!

Mat'l

3 5/8" trk= 160' @ \$.90'=\$144.00
" " stud = 784'@\$.90'= \$705.60
5/8" drywall = 960'@\$.80'=\$ 768.00
R-11 insulation 780'@\$.65'=\$507.00
Tape and spackle= \$180.00
Screws/shots/pins/etc=\$30.00
Sub total=\$2,334.60
Tax 6%=\$140.08
15% OH/P=\$371.20
Total materials=\$2,845.88

Labor=

72 hours at \$110/hr- includes all tools =\$7,920.00

Total ADD==\$10,765.88

George W. Leonhardt, III
President



Supreme Ceilings, Inc.
Phone: 610-374-1200
Fax: 610-374-4977
Cell: 610-780-5962

From: Ray Orehowsky <rrehowsky@Baverinc.com>
Sent: Friday, June 5, 2026 10:33 AM
To: George Leonhardt <gleonhardt@supremeceilings.com>; Emily Baver <ebaver@Baverinc.com>
Subject: RE: Response RFI GC136 - MS Wall Between Rms 132B & 130/131 - GMSR

Thank you. I am sure they will ask for more breakdown. Can you provide labor hours and rates for drywall/framing, taping and a further breakdown of materials?

Raymond M. Orehowsky
Vice President of Construction

Ray Orehowsky

From: George Leonhardt <gleonhardt@supremeceilings.com>
Sent: Friday, June 19, 2026 1:19 PM
To: Ray Orehowsky; Emily Bayer
Subject: RE: Response RFI GC136 - MS Wall Between Rms 132B & 130/131 - GMSR

Well they have time on their hands so they can do it and see if they can get it done quicker?

It's going to take(already took 8 hours) 16-18 hours to frame, 16-20 to hang , 4-5 to insulate, 16-18 to finish, plus move equipment and materials around, clean up scrap, etc... so you can take 8 hours off my quote so **\$880.00 less**. That's the best I can do. My production was based off my regular guys and they aren't going to be available when this/if gets approved.

George W. Leonhardt, III
President



Supreme Ceilings, Inc.
Phone: 610-374-1200
Fax: 610-374-4977
Cell: 610-780-5962

From: Ray Orehowsky <rorehowsky@Baverinc.com>
Sent: Friday, June 19, 2026 1:05 PM
To: George Leonhardt <gleonhardt@supremeceilings.com>; Emily Bayer <ebayer@Baverinc.com>
Subject: RE: Response RFI GC136 - MS Wall Between Rms 132B & 130/131 - GMSR

George,

Tim Ziegler & Ben Ross feel that the labor cost on this change is high. Your later back up had 72 hours. Can you provide a further explanation or take another look? Let me know your thoughts.

Thank you.

Raymond M. Orehowsky
Vice President of Construction
187 W Eighth Street
Pennsburg, PA 18073
215-679-7988, Office
267-406-2105, Cell
rorehowsky@baverinc.com

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11.7. High School Change Order GC-PCO-99158



- General Contractors
- Facility Maintenance
- Construction Management
- Design/Build

CHANGE ORDER

To: Governor Mifflin School District
10 South Waverly Street
Shillington, PA 19607

Email: timothy.ziegler@gmsd.org

Date: June 18, 2026
C.O. #: X-114
Project: Governor Mifflin HS & MS Renovations
Job #: 2511
Cost Code: X-114
Related: RFI #205 (GC138)

We hereby agree to make change(s) specified below:

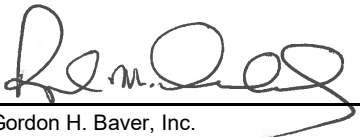
To furnish all the labor, material, equipment and supervision necessary to excavate, prepare and pour a new concrete slab on grade at the area under the former raised stage in the High School cafeteria. Work includes excavation, backfill with stone, dowelling of slab, vapor barrier and new concrete slab on grade. Note that concrete must be wheeled into the school from the loading dock area. All work to be completed in accordance with the response to RFI #205 (GC138) dated 6/4/26 and typical detail 12 on Drawing S301 (attached).

Project Manager for 1 Hour @ \$124.00/Hour:	\$	124.00
Empire COR #33 dated 6/18/26:	\$	1,429.00
Jenson Proposal dated 6/10/26:	\$	6,227.00
Total	\$	7,780.00

Contractor Fee	\$	12.40
Subcontractor Fee	\$	382.80
Bond	\$	163.50
	\$	8,338.70

The contract time will be changed by Zero (0) days.

This Change Order is valid for 30 Calendar Days from Date of Change Order.


Gordon H. Baver, Inc.

SCHRADERGROUP architecture llc

Governor Mifflin School District

June 18, 2026

Date

Date

Date

ACCEPTED - The above process and specifications of this change order are satisfactory and are hereby accepted. All work to be performed under the same terms and conditions as specified in original contract unless otherwise stipulated.

NOTE - This change order becomes part of and in conformance with the existing contract.

Commercial • Industrial • Institutional
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Phone (215) 679-7988 • www.gordonhbaverinc.com



187 West Eighth Street
Pennsburg, PA 18073
(215) 679-7988 Office

Project	Governor Mifflin HS/MS Renovations
Owner	Governor Mifflin School District
Architect	SCHRADERGROUP architecture llc
Architect's Project Number	20.008 & 20.009

Request for Information		RFI No:	GC- 138
Contractor	Gordon H. Bayer, Inc.	Contractor Proj. No:	2511
By	Raymond Orehowsky		
Date	Friday, May 29, 2026		
Subject	Stage Flooring	Requested Priority	
Reference	Drawing # -	Low Normal High	Note: Please limit urgent requests to those necessary.
	or Spec Section # -		

QUESTION:

Per my previous email dated 5/21/26, the existing raised stage in the former Cafeteria is a concrete floor. Additional investigative demolition performed on Friday 5/22/26 revealed that the floor composition consists of a 4" concrete slab poured over stone with a formed turndown at the face. Per our previous correspondence, demolition note D16 directs the contractor to remove the existing raised stage flooring. There is nothing in this note that would identify the concrete and stone removal required and a change order should be submitted to complete this work. Furthermore, once the raised stage is removed, a new floor slab will be required as one does not exist under the stone.

Please review and advise how we are to proceed.

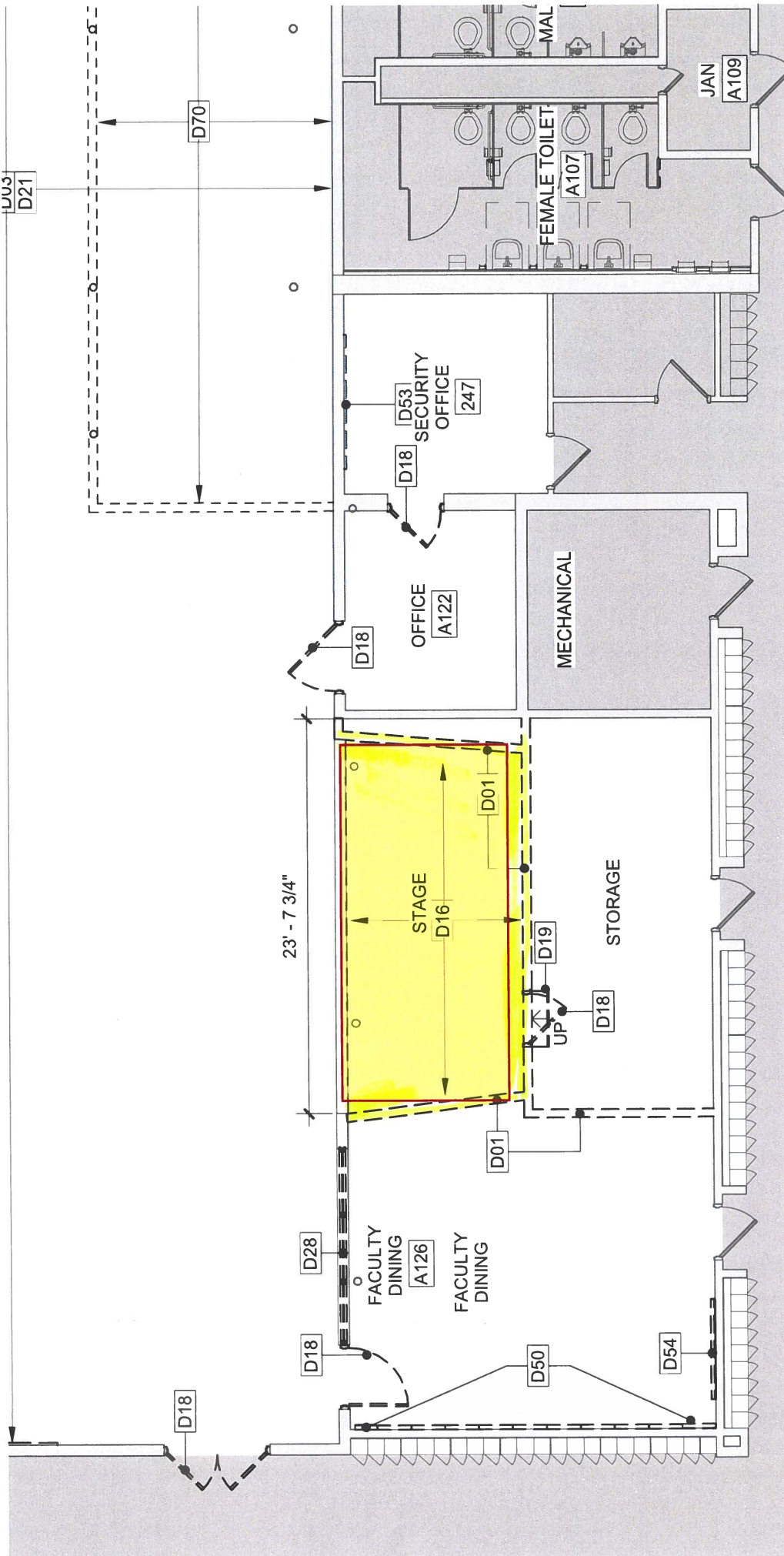
Attachments (describe here and attach)	-
--	---

RESPONSE:

The existing concrete and stone will need to be removed, and a new concrete slab with vapor barrier will need to be installed level with the existing adjacent first floor concrete slab. Dowel the new slab into the existing slab

B.Good, 6/4/2026

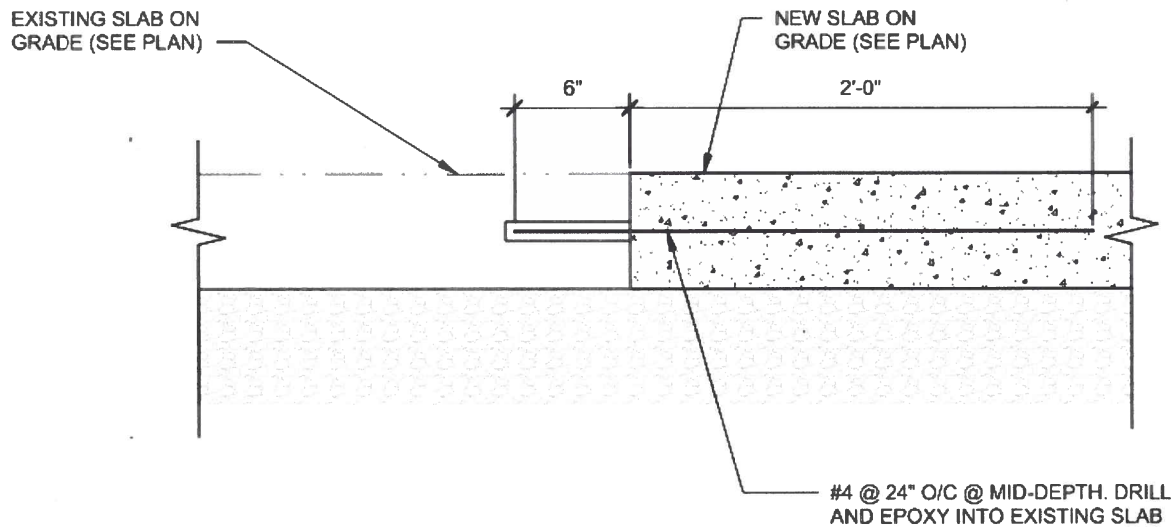
Attachments (describe here and attach)	
--	--



Ray Orehowsky

From: Brian Good <BGood@sgarc.com>
Sent: Friday, June 5, 2026 3:06 PM
To: Ray Orehowsky
Subject: GMHS typical new slab/existing slab connection

Per our discussion, this is our typical detail.



12 | TYPICAL JOINT AT NEW SLAB AND EXISTING

S301 | SCALE: 1 1/2" = 1'-0"

Brian Good
Construction Administration Manager

p: 717.537.1159
e: BGood@sgarc.com w: www.sgarc.com

SCHRADERGROUP
AN HCM STUDIO



An Empire Group Company

EMPIRE WRECKING CO OF READING PA

1440 Carbon Street, Ste A

Reading, PA 19601

Change Order

Project:	Governor Mifflin HS and MS Renovation 101 S Waverly St Shillington, PA 19607	Date :	06/18/26
		Change Order #:	33
		Empire Job # :	25- 2008
To (Owner):	Gordon H Bayer, Inc. 187 West Eighth Street Pennsburg, PA 18073	Existing Contract Number:	25- 2008
		Existing Contract Date:	
		Project Manager:	Matt Bard

EMPIRE SERVICES hereby agrees to make the change(s) specified at this lump sum price.

C.O. Item	Description	Change in Days	UM	Units	Unit Price	Amount
1	Excavate and Backfill Under Stage Slab		LS			1,429.00
Total For Change Order:						1,429.00

Labor: 16hrs - 1,107 + 10%MU = \$1,219

Equipment: \$200 +5% MU = \$210

ACCEPTED--- The above prices and specifications of This CHANGE ORDER are satisfactory and are hereby Accepted. All work to be preformed under same terms And conditions as specified in original contract unless

Authorized By Owner:

Gordon H Bayer, Inc.
187 West Eighth Street
Pennsburg, PA 18073

Accepted By Contractor:

EMPIRE WRECKING CO OF READING PA
1440 Carbon Street, Ste A
Reading, PA 19601

Architect/Engineer:

By: _____ By: _____ By: _____

Date: _____ Date: _____ Date: _____

Jenson Construction LLC

PO Box 406, Denver, PA 17517

Phone (717)336-2391

Change Order

To: Gordon H. Baver, Inc.
187 W. 8th Street
Pennsburg, PA 18073

COA: Stage Slab

Date: June 10, 2026
Phone: (215) 679-7988

Job Name: Governor Mifflin School

Attn: Ray

Email: rorehowsky@baver.com

The following is a Change Order Add to Pour 4" Slab on grade w/dowels into existing Concrete.

1 ea. Materials @ \$3,002.00/ea. = \$3,002.00

43 labor hrs. @ \$75.00/hr. = \$3,225.00

TOTAL COA: \$6,227.00

All materials to be supplied as specified. All work will be completed in a workman like manner according to standard practices. Any alterations or deviations from the above specifications requiring extra costs will be carried out only upon written permission and will become an extra charge over and above the estimate. All agreements dependent upon acts of God beyond control of Jenson Construction LLC. Owner to carry all necessary insurance. No warranties are made as to architectural specifications. Owner agrees to pay a 1 ½ % service charge per month on all accounts over 60 days old. All change orders shall be executed on the reverse hereof. This proposal may be withdrawn if not accepted in 30 days.

Authorized Signature *Jason Bard*

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____ Signature: _____

11.8. High School Change Order GC-PCO-99159



- General Contractors
- Facility Maintenance
- Construction Management
- Design/Build

CHANGE ORDER

To: Governor Mifflin School District
10 South Waverly Street
Shillington, PA 19607

Email: timothy.ziegler@gmsd.org

Date: June 18, 2026
C.O. #: X-115
Project: Governor Mifflin HS & MS Renovations
Job #: 2511
Cost Code: X-115
Related: N/A

We hereby agree to make change(s) specified below:

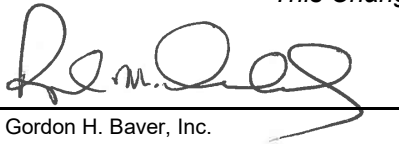
To furnish all the labor, material, equipment and supervision necessary to remove and dispose of an existing masonry wall at the former High School Faculty Dining Room A126 in accordance with the attached email dated 6/9/26 from Brian Good of SGA.

Project Manager for 1 Hour @ \$124.00/Hour:	\$	124.00
Empire COR #32 dated 6/18/26:	\$	2,204.00
Total	\$	2,328.00

Contractor Fee	\$	12.40
Subcontractor Fee	\$	110.20
Bond	\$	49.01
	\$	2,499.61

The contract time will be changed by Zero (0) days.

This Change Order is valid for 30 Calendar Days from Date of Change Order.


Gordon H. Baver, Inc.

SCHRADERGROUP architecture llc

Governor Mifflin School District

June 18, 2026

Date

Date

Date

ACCEPTED - The above process and specifications of this change order are satisfactory and are hereby accepted.
All work to be performed under the same terms and conditions as specified in original contract unless otherwise stipulated.

NOTE - This change order becomes part of and in conformance with the existing contract.

Commercial • Industrial • Institutional
187 West Eighth Street • Pennsburg, PA 18073
Phone (215) 679-7988 • www.gordonhbaverinc.com

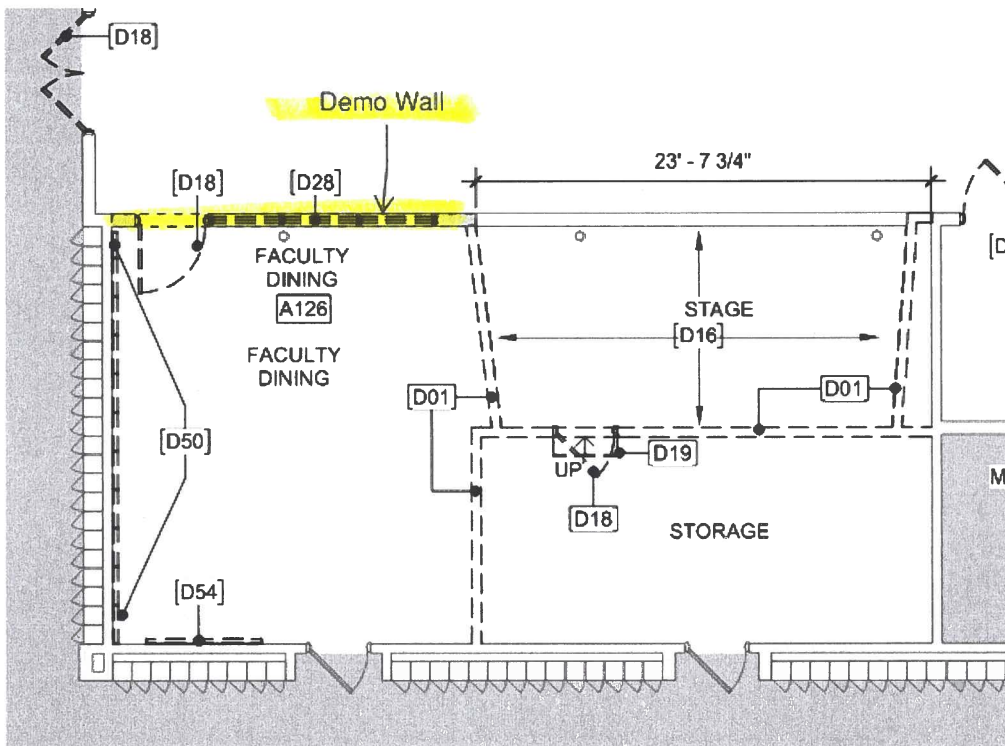
Ray Orehowsky

From: Brian Good <BGood@sgarc.com>
Sent: Tuesday, June 9, 2026 9:29 AM
To: John Polard; Ray Orehowsky
Cc: Tim Ziegler; Ben Ross; Keith Eckert; Josh Morren
Subject: GMHS existing wall at old faculty dining

John,

Per our conversation, due to existing conditions the wall shown in the clip below at the old faculty dining should be removed. We will follow up with an official ASI showing this as well as a revised new wall configuration.

Let me know if you have any questions.



Brian Good
Construction Administration Manager

p: 717.537.1159
e: BGood@sgarc.com w: www.sgarc.com

SCHRADERGROUP
AN HCM STUDIO



An Empire Group Company

EMPIRE WRECKING CO OF READING PA

1440 Carbon Street, Ste A
Reading, PA 19601

Change Order

Project: Governor Mifflin HS and MS Renovation
101 S Waverly St
Shillington, PA 19607

Date : 06/18/26
Change Order #: 32
Empire Job # : 25- 2008

To (Owner): Gordon H Bayer, Inc.
187 West Eighth Street
Pennsburg, PA 18073

Existing Contract Number: 25- 2008
Existing Contract Date:
Project Manager: Matt Bard

EMPIRE SERVICES hereby agrees to make the change(s) specified at this lump sum price.

C.O. Item	Description	Change in Days	UM	Units	Unit Price	Amount
1	Remove Additional CMU Wall in Kitchen		LS			2,204.00
Total For Change Order:						2,204.00

Labor: 20hrs - \$1,368 + 10% MU = \$1,505.00
Equipment: \$236 + 5% MU = \$248.00
T&D: \$410 + 5% MU = \$451.00

ACCEPTED--- The above prices and specifications of This CHANGE ORDER are satisfactory and are hereby Accepted. All work to be preformed under same terms And conditions as specified in original contract unless

Authorized By Owner:

Gordon H Bayer, Inc.
187 West Eighth Street
Pennsburg, PA 18073

Accepted By Contractor:

EMPIRE WRECKING CO OF READING PA
1440 Carbon Street, Ste A
Reading, PA 19601

Architect/Engineer:

By: _____ **By:** _____ **By:** _____

Date: _____ **Date:** _____ **Date:** _____

11.9. **Middle School Change Order GC-PCO-99160**

1. The Prime Contractors may request additional compensation, and/or a future time extension, which, in the future, may be justified as the result of this change order's unforeseeable cumulative effect with other change orders.
2. Please refer to any additional qualifications on the attached proposals / backup included from the respective Prime Contractors.



- General Contractors
- Facility Maintenance
- Construction Management
- Design/Build

CHANGE ORDER

To: Governor Mifflin School District
10 South Waverly Street
Shillington, PA 19607

Email: timothy.ziegler@gmsd.org

Date: June 25, 2026
C.O. #: X-116
Project: Governor Mifflin HS & MS Renovations
Job #: 2511
Cost Code: X-116
Related: ASI #23

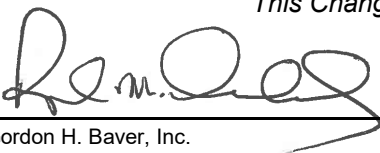
We hereby agree to make change(s) specified below:

To furnish all the labor, material, equipment and supervision necessary to field modify tackboards to accommodate revised locations shown in ASI #23.

Carpenter for 8 Hours @ \$98.00/Hour:	\$	784.00
Project Manager for 1 Hour @ 124.00/Hour:	\$	124.00
Schrader Email dated 6/22/26:	\$	228.96
Total	\$	1,136.96
Contractor Fee	\$	113.70
Bond	\$	25.01
	\$	1,275.67

The contract time will be changed by Zero (0) days.

This Change Order is valid for 30 Calendar Days from Date of Change Order.


Gordon H. Bayer, Inc.

SCHRADERGROUP architecture llc

Governor Mifflin School District

June 25, 2026

Date

Date

Date

ACCEPTED - The above process and specifications of this change order are satisfactory and are hereby accepted.
All work to be performed under the same terms and conditions as specified in original contract unless otherwise stipulated.

NOTE - This change order becomes part of and in conformance with the existing contract.

Commercial • Industrial • Institutional
187 West Eighth Street • Pennsburg, PA 18073
Phone (215) 679-7988 • www.gordonhbaverinc.com

AIA® Document G710™ – 2017

Architect's Supplemental Instructions

PROJECT: <i>(name and address)</i> Renovations to Governor Mifflin High School and Governor Mifflin Middle School	CONTRACT INFORMATION: Contract For: General Construction Date: 04/14/2025	ASI INFORMATION: ASI Number: GC-023 Date: 6/8/2026
OWNER: <i>(name and address)</i> Governor Mifflin School District 10 South Waverley Street Shillington, PA 19607	ARCHITECT: <i>(name and address)</i> Hord Coplan Macht, Inc. d/b/a SCHRADERGROUP Studio 555 E. North Lane Suite 5100, Bldg D., Second Fl. Conshohocken, PA 19428	CONTRACTOR: <i>(name and address)</i> Gordon H. Bayer, Inc. 187 West Eighth Street Pennsburg, PA 18073

The Contractor shall carry out the Work in accordance with the following supplemental instructions without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

(Insert a detailed description of the Architect's supplemental instructions and, if applicable, attach or reference specific exhibits.)

See attached sketch for revised locations of casework and visual display boards in the MS Art Room.

ISSUED BY THE ARCHITECT:

Hord Coplan Macht, Inc.
d/b/a SCHRADERGROUP Studio

ARCHITECT



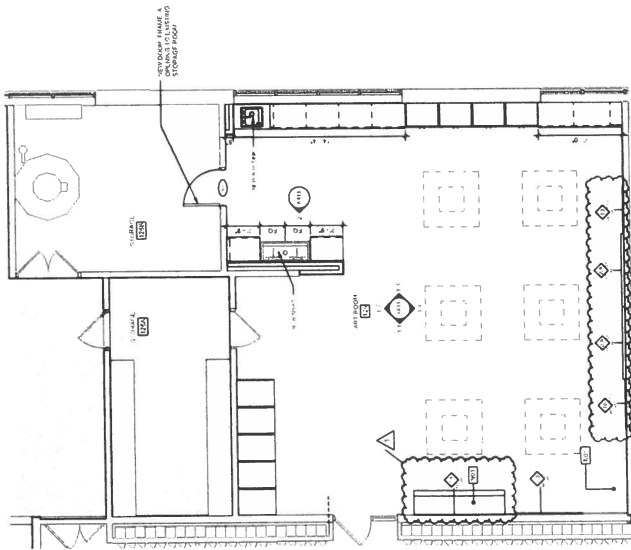
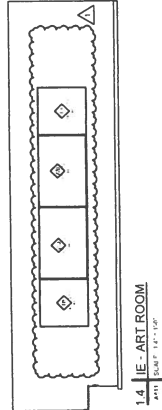
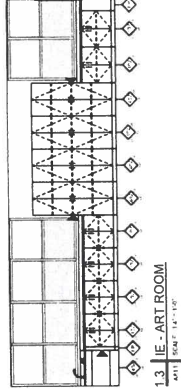
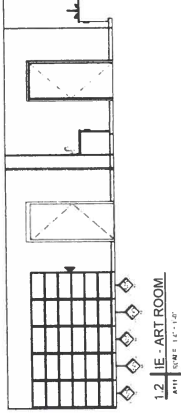
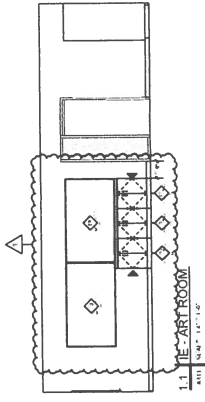
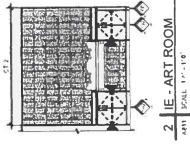
SIGNATURE

Brian Good, PM/CA

PRINTED NAME AND TITLE

6/8/2026

DATE



1 ENLARGED PLAN - ART ROOM
SCALE 1/8" = 1'-0"

NEW WORK - NOTES	
NO. 104	PROVIDE NEW EXTERIOR AT THE RELOCATION OF THE EXTERIOR PLANTING

Consistent:
 Sgr
 Schreyer Hoffman Associates
 1801 N. 10th Street, Suite 200
 Lancaster, PA 17602
 717-392-7441
 www.sgr.com

Civil
 K&W Engineers
 2201 North Front Street, Suite 200
 Lancaster, PA 17602
 717-299-8865

Structural Engineer
 SCHRAMMER GROUP
 1111 North Front Street, Suite 211-212
 Lancaster, PA 17602
 717-299-8865

Project: 1001 Schil
 Project: 1001 Schil

Owner:
 GOVERNOR MIFFLIN
 SCHOOL DISTRICT
 180 S. Walnut Street
 Lancaster, PA 17602

Renovations to
 130 E. Lancaster Avenue
 Shillington, PA 17607

ISSUED FOR	DATE
1. PRELIMINARY	11.15.2015
2. REVISED	11.15.2015
3. REVISED	11.15.2015
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100. REVISED	11.15.2015

Key Plan

Drawing Title
 ENLARGED PLAN AND
 INTERIOR FINISHES - ART
 ROOM

Drawing Number:
A811



Ray Orehowsky

From: David Montgomery <DaveM@schraderproducts.com>
Sent: Monday, June 22, 2026 3:02 PM
To: Ray Orehowsky
Subject: Gov Mifflin "MB/TB" Trim

Ray,

2 ea – 7'0 Alum J Trim
2 ea - 4'0 Alum J Trim
1 ea – Freight

\$216.00 + tx + \$228.96

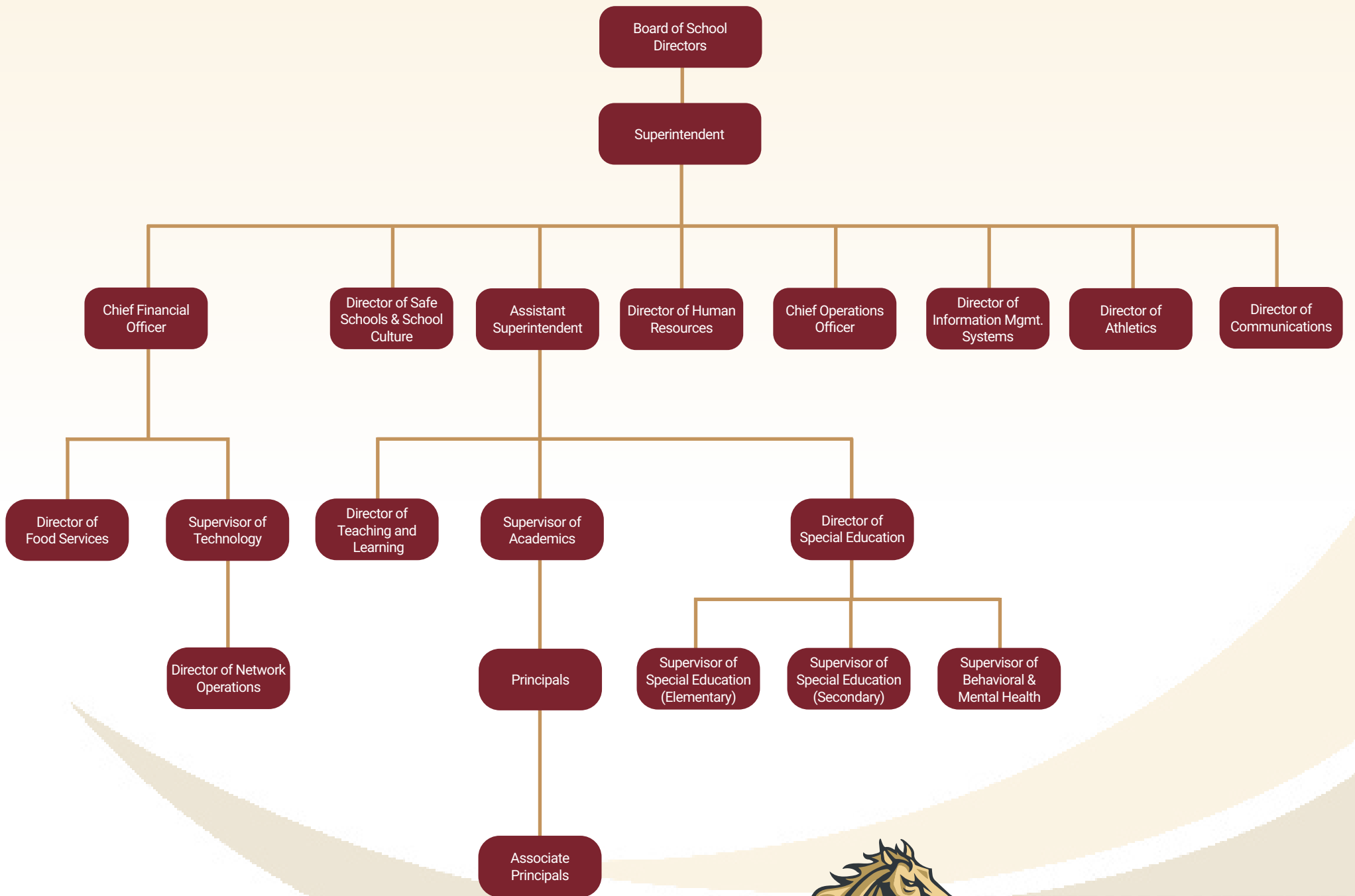
They are working on the added orders and could possibly have the pieces cut and ready next week. They will square cut the lengths an inch longer for miter cuts in the field to fit. The pieces can be screw applied in proximity to the corners or you could use an adhesive along the length of the trim. Let me know.

Regards,

Dave M/Schrader

12. **Policy**

12.1. **First Reading of Policy Revisions**



**GOVERNOR MIFFLIN
SCHOOL DISTRICT**

ORGANIZATIONAL CHART

GOVERNOR MIFFLIN SCHOOL DISTRICT

SECTION: PUPILS

TITLE: STUDENT ACCELERATION

ADOPTED: November 21, 2005

REVISED: October 18, 2021

First Reading: July 20, 2026

Second Reading: August 17, 2026

217.1. STUDENT ACCELERATION	
Purpose	The Governor Mifflin School District's mission is to educate, inspire, and empower every student, every day. To satisfy this mission, some students may require acceleration. Further, the state gifted education regulations provide that a gifted student's education placement must provide opportunities to participate in acceleration or enrichment, or both, as appropriate to the student's needs. The premise of acceleration is that the educational placement of a student should match the mastery level of the student rather than the student's age. Acceleration may take many forms such as subject acceleration, dual enrollment, advance placement courses, whole-grade acceleration, and self-paced instruction. The purpose of this policy is to state the district's general policy with respect to acceleration and its application in certain specific circumstances.
Authority	Districts are not only required to consider educational acceleration of academically gifted and talented students, but acceleration has been found to be highly beneficial to all students whose academic levels are significantly advanced as compared to their chronological peers. In rare circumstances, acceleration is required where the student's performance is such that enrichment cannot meet the student's gifted needs.
Definitions	Enrichment: refers to the presentation of content with more depth, breadth, complexity, or abstractness than is otherwise offered within the general curriculum. Multidisciplinary Team (MDT): refers to a group of qualified professionals from various specialties who collaborate to evaluate a student, determine their eligibility for special education services, and ensure holistic educational support Subject Acceleration: refers to a student bypassing the usual progression of the PDE grade level standards in one (1) subject area (Math or ELA only). Once accelerated, the students will be expected to progress at the regular instructional pace in the accelerated subject area. The student will be expected to progress at or above the regular instructional pace through the remaining non accelerated subject areas.

Guidelines	Whole Grade Acceleration: refers to a student child who demonstrates the potential and developmental readiness to profit from and be successful in the grade level advancement experience. Students who are eligible MUST demonstrate ABOVE age appropriate functioning in ALL areas to be considered a candidate. High School Student Acceleration of Graduation Credits and/or through College Credit Attainment: refers to educational opportunities that allow high school students to complete coursework that earns both high school and college credit simultaneously, enabling the student to progress more quickly toward postsecondary education and career goals. These acceleration pathways may include dual enrollment, Advanced Placement (AP), International Baccalaureate (IB), concurrent enrollment, articulated credit programs, or early college experiences. With the exception of those courses in which students must demonstrate proficiency through the Keystone Examinations (Algebra I, Biology, Literature/English 10), students may be permitted to accelerate the completion of academic requirements for graduation by pursuing coursework during the summer or during the school year at their own expense. The purpose of college credit attainment is to increase academic rigor, expand access to postsecondary opportunities, reduce the time and cost required to earn a college degree or credential, and better prepare students for success after graduation. Grades earned through college coursework or outside the dual enrollment credits offered through the district will not be utilized for the purposes of computing grade point average or class rank. The parent/guardian of the student would be responsible for all tuition/fees and transportation. Learners shall be placed in an appropriate setting, as determined by the Superintendent or designee, where the pace and demands presented to them are appropriate and commensurate to their abilities insofar as enrichment, differentiation, modifications have been exhausted and are therefore insufficient to meet the needs of the learner. While acceleration should be rare, it is appropriate for certain students who have consistently demonstrated academic skills that exceed what can be reasonably implemented within the learning environment of their chronological peers. Any student for whom subject acceleration is granted is considered on a trial period for one (1) grading period. During this time, the student is expected to maintain at least an eighty-five percent (85%) grade. If a student fails to do this, a conference will be scheduled with the teacher, parent/guardian, principal, counselor, and student to discuss the student's placement options. If the Multidisciplinary Team (MDT) determines that the student needs to be reassigned to the level prior to the subject acceleration, no penalty will occur.
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Delegation of Responsibility	Instruction for subject acceleration will occur in the classroom where the actual academic course is traditionally taught to students taking that particular course. For students in grades 9-12, graduation requirements will not be waived. A student may exercise other educational options to complete graduation requirements such as enrollment in Advanced Placement courses approved by the College Board or dual enrollment courses subject to administrative approval and meeting necessary prerequisites as outlined in the Program of Studies. Prior to enrollment, the high school principal must approve coursework and be directly related to the fulfillment of the district's graduation requirements. The curricular objectives of the course, where appropriate, should reflect the Common Core State Standards and be closely aligned to the curriculum of the course that the student would normally pursue in the district. Coursework completed through a college or university must be accepted by the college or university for credit toward fulfilling college-level requirements. The parent/guardian of the student would be responsible for all tuition/fees and transportation. Students pursuing coursework at a college or university must schedule their classes around their high school program. The high school schedule will not be modified to accommodate college/university courses. This may also apply to trade schools, such as local Career & Technology Centers. A grade of "C" or better must be attained to receive credit toward graduation. If a student is determined not to qualify for subject acceleration, a parent/guardian may appeal this decision by submitting all required documents, along with a letter explaining the rationale behind the need for the request to the Multidisciplinary Team (MDT). In this situation, the Multidisciplinary Team (MDT) is responsible for reviewing the student's data and making all acceleration recommendations. The Multidisciplinary Team (MDT) decision is final. The Superintendent or designees shall develop and implement Administrative Regulations that outline standardized measures and objective criteria that will be followed when deciding on the appropriateness of accelerating students, whether for single subject, whole grade application, or accelerations of graduation credit and/or through college credit. Where possible, the multidisciplinary team (MDT) will rely on the Gifted Individualized Education Plan (GIEP) framework as a means for ensuring that all required stakeholders, including parents/guardians and students, have the opportunity to provide input during the process and that each decision be considered on a case-by-case basis notwithstanding use of standardized and norm-referenced assessments that inform teams' decisions.
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GOVERNOR MIFFLIN SCHOOL DISTRICT

SECTION: FINANCES

TITLE: COOPERATIVE PURCHASING

ADOPTED: March 20, 2006

 REVISED: First Reading: July 20, 2026
 Second Reading: August 17, 2026

	613. COOPERATIVE PURCHASING
Authority	The Board recognizes the advantages of centralized purchasing. Therefore, the Board encourages the administration to seek the benefits and savings that may accrue through joint agreements with other political subdivisions for the purchase of supplies, equipment or services. (1)(2)(3)(4)
Delegation of Responsibility	The Board authorizes the Chief Financial Officer to negotiate appropriate cooperative purchase agreements with other political subdivisions, in accordance with law and Board policy.
Guidelines	Cooperative purchases require an agreement approved by the Board and the participating contracting body(s). All such agreements must conform to relevant provisions of the School Code. (5)
	<u>Legal References</u> 1. 24 P.S. 521 2. 24 P.S. 751 3. 24 P.S. 807.1 4. 53 Pa. C.S.A. 2303 5. 53 Pa. C.S.A. 2301 et seq

GOVERNOR MIFFLIN SCHOOL DISTRICT

SECTION: PROPERTY

TITLE: USE OF SCHOOL FACILITIES

ADOPTED: March 20, 2006

REVISED: July 15, 2024

First Reading: July 20, 2026

Second Reading: August 17, 2026

	707. USE OF SCHOOL FACILITIES
Purpose	The Board recognizes that although the primary purpose of the school buildings, facilities and property is to provide students with an appropriate learning environment, the Board may make school facilities available to individuals and community groups without discrimination and in accordance with this policy, provided the use does not interfere with the educational program of the schools. This policy establishes conditions, restrictions and procedures for the use of school facilities for non-school-sponsored purposes.
Authority	The Board directs that use of school facilities may be granted to individuals and community groups for the following types of activities: • Instruction in any branch of education, learning, and the arts, consistent with the district's mission. • Polling places for holding primaries, elections and special elections, as permitted or required by state law. • Recreation, physical training and athletics, including competitive athletic contests for children and adults.
Delegation of Responsibility	The Superintendent shall ensure that this policy is posted on the district's publicly accessible website. (2) The Superintendent or designee shall implement procedures for requesting and granting permission for use of school facilities and shall distribute the necessary information to individuals affected by them. An application for use of school facilities may be disapproved, because of noncompliance with established policy and procedures, by the Chief Operations Officer.

Guidelines	<u>Application Process</u> An individual or community group requesting permission to use school buildings, facilities or school property must submit an application to the Director of Operations, via the district's electronic request system. It is recommended that requests be submitted 30 days in advance. The application must specify the portion of the school facilities requested for use; proposed activities; number of individuals participating; and the date, time and duration of the proposed event. Along with the completed application, the individual or group must submit the following: • Payment of the specified rental fee. • Evidence of organizational liability coverage, to limits required by district guidelines. • Documentation evidencing the district shall be held harmless by the user for any liability that arises from use of school facilities by the individual or group. • Exceptions may be granted by the Superintendent or designee on a case by case basis. <u>Application Evaluation</u> No application to use school facilities shall be approved if the proposed activity would result in any of the following: • Conflict with any school-sponsored activity. • Access to school facilities closed due to renovations, maintenance, cleaning, the school calendar, or Board action. • Access to school facilities containing equipment or furnishings which would be detrimental to the operation of a district program if damaged or operated by an unqualified operator. • The proposed use would prevent or encumber district personnel from preparing school facilities for their primary purpose, because of the nature or duration of the activity.
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	<u>Limitations</u> When individuals and community groups receive approval to use school facilities under this policy, such use shall be conditioned upon strict compliance with the following: 1. Individuals shall not use, access or enter upon any portions of the school facilities or their contents that are not specified in the approved written request form. 2. Individuals shall refrain from any conduct or activities not specifically identified in the approved written request form. 3. All activities must begin after the end of the school day (Monday through Friday). 4. All activities must terminate and all individuals and community group members must exit the school premises by 11:00pm. 5. When advertising or promoting activities held at school facilities, individuals and community groups shall clearly communicate that the activities are not being sponsored by the district. 6. School equipment used in conjunction with requested facilities shall be identified when the application is submitted. Users of school equipment must accept liability for any damage to or loss of equipment that occurs while in their use. Where rules so specify, no equipment may be used except by a qualified operator, provided by the school. 7. Food and drink will not be permitted in the gymnasium, pool or auditorium at any time, unless sold at the site by a GM-sponsored group, and only bottled drinks and candy are permitted. Exception to this rule may be granted by special arrangements in writing. 8. When the kitchen is used, arrangements must be made to have present one or more regular cafeteria employees who will be paid a wage established by the district. The number of cafeteria employees required will be determined by the Food Service Director, based upon the intended use of the kitchen and equipment. 9. When the auditorium is rented, Governor Mifflin stagehands must be used and are to be paid on an hourly basis at a wage established by the district. Arrangements for stagehands should be made with the high school principal. A minimum of one (1) stagehand and an adult supervisor must be employed.
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10. Sunday access and/or utilization of district buildings and grounds, including preparation activities, may not begin prior to 12:00 noon. The exception to this policy will be set-up and clean-up of activities associated with the annual “Community Days” event.
11. Gambling, games of chance, lotteries, raffles or other activities requiring a license under the Local Option Small Games of Chance Act are not permitted, unless such activity has been expressly authorized by the **Superintendent or designee**. (8)(9)

Prohibited Activities

The following activities are strictly prohibited in school facilities when individuals and community groups are granted written permission to use said school facilities:
(3)

- Possession, use or distribution of controlled substances prohibited by state or federal law.
- Possession of weapons, **with an exception for law enforcement**.
- Conduct that would alter, damage or be injurious to any district property, equipment or furnishings
- Conduct that would constitute a violation of the Pennsylvania Crimes Code, and/or state and federal laws and regulations
- Use of tobacco and vaping products, and other e-cigarettes, as defined in the law.
(4)(5)(6)(7)

Products approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where the product is marketed and sold solely for such approved purpose, are permitted, as long as the product is not inhaled.

- Medical Marijuana products, as prohibited by federal law.
- Possession, use or distribution of alcoholic beverages.

Violations

The district reserves the right to remove, from district premises, any individual or community group who fails to comply with the terms and conditions of this policy and established procedures. (3)

In the event an individual or community group violates this policy or the terms under which permission was granted to use school facilities, that individual or community group forfeits the right to submit future written requests to use district property, unless otherwise decided by the Board.

Fee Schedule

Use of school facilities for activities directly related to the educational program and district operations shall be without cost to users, except that the user may be responsible for extra custodial fees. A schedule of fees shall be established for the use of school facilities by approved groups. (1)

Legal References:

1. 24 P.S. 775
2. 24 P.S. 510.2
3. 24 P.S. 511
4. 18 Pa. C.S.A. 6306.1
5. 20 U.S.C. 7972
6. 20 U.S.C. 7973
7. Policy 904
8. 10 P.S. 328.101 et seq
9. 61 PA Code 901.701

24 P.S. 779
35 P.S. 637.1 et seq
61 PA Code 901.1
20 U.S.C. 7905
20 U.S.C. 7971 et seq

GOVERNOR MIFFLIN SCHOOL DISTRICT

SECTION: PROPERTY

TITLE: USE OF STADIUM

ADOPTED: March 20, 2006

REVISED: January 19, 2009

First Reading: July 20, 2026

Second Reading: August 17, 2026

	707.1. USE OF STADIUM
Authority	Utilization of the Governor Mifflin School District stadium will be limited to P.I.A.A. sanctioned athletic activities and High School and Middle School athletic competitions, as scheduled by the Athletic Director. The stadium field will also be utilized for Governor Mifflin School District-sponsored activities such as: "Strike Up the Bands" and student Field Day events. Annually, the Greater Governor Mifflin League may utilize the stadium for league activities approved by the Board.
Guidelines	Requests for stadium use by nonschool-sponsored organizations will be considered by the Athletic Director and administration on a limited basis. For approval to be granted, the following requirements must be met: 1. The sponsoring organization will be responsible for the maintenance of proper behavior and control of all participants and spectators. 2. A school-appointed custodian or maintenance employee must be on duty and paid for by the organization. 3. The on-site concession stands will not be made available to the organization. 4. The President or other designated official of the organization will be responsible for communicating with the Athletic Director to make arrangements regarding the use of the scoreboard, public address system and other related equipment. 5. The sponsoring organization will be required to pay for the repair of any damage to district buildings or equipment. 6. The sponsoring organization will be required to pay for the replacement of any lost or stolen equipment.

707.1. USE OF STADIUM - Pg. 2

- | | |
|--|--|
| | <ol style="list-style-type: none">7. The sponsoring organization will be responsible for picking up paper and other garbage deposited during the approved time period.8. The district may postpone or cancel previously approved activities if warranted by adverse field conditions. The determination of adverse field conditions shall be at the sole and absolute discretion of the district. |
|--|--|

Governor Mifflin Age Group Youth Groups will be permitted to use the stadium field during the day, as approved the athletic director, provided the event does not interfere with any school district function (scheduled or unscheduled), and they follow rules 1, 3, 5,6, 7 and 8 listing above.

SECTION: PROPERTY

TITLE: USE OF SCHOOL
COMMUNICATION SYSTEM

ADOPTED: March 20, 2006

RETIRED: First Reading: July 20, 2026
Second Reading: August 17, 2026

GOVERNOR MIFFLIN SCHOOL DISTRICT

*This Policy will be retired from the district's
manual, as it is no longer applicable.*

707.2. USE OF SCHOOL COMMUNICATION SYSTEM	
Purpose	The district, through its Instructional Media Office, has the capability of producing and distributing television programs. The programs are distributed over the local cable-access system. The Board, in its policy to make available to the community the use of the district's facilities, encourages interested groups/organizations to take advantage of this television capability.
Delegation of Responsibility	All requests for the use of the television studio for production and/or distribution of programs must be submitted to the Instructional Media Coordinator. The Superintendent will approve or disapprove all requests.
Authority	The School Board reserves the right to consider each request on its individual merit and to approve or disapprove each request.

GOVERNOR MIFFLIN SCHOOL DISTRICT

SECTION: PROPERTY

TITLE: USE OF TENNIS COURTS

ADOPTED: March 20, 2006

REVISED: First Reading: July 20, 2026
Second Reading: August 17, 2026

	707.3. USE OF TENNIS COURTS
Purpose	The Governor Mifflin tennis courts are for the residents of the Governor Mifflin School District.
Guidelines	Listed below are the rules and regulations governing their use: 1. Regulation tennis shoes must be worn by all players. 2. All players must wear a shirt at all times. 3. Play is further limited to one (1) hour if others are waiting to play. 4. School practices and matches take priority over public use.

GOVERNOR MIFFLIN SCHOOL DISTRICT

SECTION: PROPERTY

TITLE: INTEGRATED PEST
MANAGEMENT

ADOPTED: March 20, 2006

REVISED: First Reading: July 20, 2026
Second Reading: August 17, 2026

	716. INTEGRATED PEST MANAGEMENT
Purpose	The district shall utilize integrated pest management procedures to manage structural and landscape pests and the toxic chemicals used for their control in order to alleviate pest problems with the least possible hazard to people, property and the environment. The district shall integrate IPM education into the curriculum in accordance with relevant academic standards.
Definitions	Integrated Pest Management (IPM) is the managed use of combined pest control alternatives, including cultural, mechanical, biological and chemical, to most effectively prevent or reduce to acceptable levels, damage caused by pests. (1) Integrated Pest Management Plan is a plan that establishes a sustainable approach to managing pests by combining biological, cultural, physical and chemical tools in a way that minimizes economic, health and environmental risks. (2)
Authority	The School Board establishes that the district shall use pesticides only after consideration of the full range of alternatives, based on analysis of environmental effects, safety, effectiveness and costs. (3)(4) The Board shall adopt an Integrated Pest Management (IPM) Plan for district buildings and grounds that complies with policies and regulations promulgated by the Department of Agriculture. (2)(4) The IPM Coordinator shall be responsible to annually notify parents/ guardians of the procedures for requesting notification of planned and emergency applications of pesticides in school buildings and on district grounds. (5)

Guidelines	The IPM Coordinator shall maintain detailed records of all chemical pest control treatments for at least three (3) years. Information regarding pest management activities shall be available to the public at the district's administrative office. (5) Appropriate personnel involved in making decisions relative to pest management shall participate in periodic training, as needed. Pest management strategies may include education, exclusion, sanitation, maintenance, biological and mechanical controls, and site-appropriate pesticides. An IPM Plan shall include the education of district staff, students and the public about IPM policies and procedures. When pesticide applications are scheduled for district buildings and grounds, the district shall provide notification at least seventy-two (72) hours in advance, in accordance with law, including: (5) 1. Posting a pest control sign in an appropriate area, at the place to be treated. The sign shall remain in place for at least two (2) days following each planned treatment. 2. Providing the pest control information sheet to all individuals working in the affected school building. 3. Providing required notice to all parents/guardians of students or to a list of parents/guardians who have requested notification of individual applications of pesticides. Where pests pose an immediate threat to the health and safety of students or employees, the district may authorize an emergency pesticide application and shall notify, by telephone, any parent/guardian who has requested such notification. (5) <u>Legal References</u> 1. 7 PA Code 128.2 2. 24 P.S. 772.1 3. 3. P.S. 111.21 et seq 4. 7 PA Code 128.1 et seq 5. 5. 24 P.S. 772.2 6. U.S.C. 136 et seq
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SUMMARY OF POLICY REVISIONS

First Reading: July 20, 2026

Second Reading: August 17, 2026

Policy 008-Attach - Organizational Chart

The district's Organizational Chart has been updated to reflect a few structural changes, as well as several administrative title revisions.

Policy 217.1 – Student Acceleration

This policy has been revised to reflect the current understanding and full scope of student acceleration within the K-12 public education system. The updated policy is designed to ensure that students receive rigorous, individualized instructional opportunities when appropriate and to establish clear criteria and procedures for acceleration decisions, promoting consistency and equity across the district.

Policy 613 – Cooperative Purchasing

This policy has been updated to the current version, which includes legal references, and reference to the title of 'Business Manager' has been changed to 'Chief Financial Officer.'

Policy 707 – Use of School Facilities

Minor language updates have been made for clarification of the following: it is recommended applications be submitted 30 days in advance, exceptions may be granted by the Superintendent or designee on a case by case basis, and the prohibited possession of weapons carries an exception for law enforcement.

Policy 707.1 – Use of Stadium

The first minor wording update is a more generalized reference to 'student field day events' (instead of listing buildings or grade levels), and the second is that the Greater Governor Mifflin League (GGML) *may* use the stadium (where it previously said *will* use the stadium).

Policy 707.2 – Use of School Communication System (Removal)

This policy is being retired, as it is no longer applicable.

Policy 707.3 – Use of Tennis Courts

Language now clarifies that school practices and matches will take priority over public use.

Policy 716 – Integrated Pest Management

The definition of IPM was updated to align with state regulations, and language was updated to provide additional context regarding requirements for IPM, including timeframes for when notification of pesticide applications must be made and for how long signage must remain in place post-application.

13. **Technology**

13.1. No scheduled items

14. **Facilities Use (VOTING)**

14.1. **Facilities Use Requests**

FACILITIES USE REQUESTS

PA Mustangs*	PA Mustangs 12U Practice Varsity Softball 07-09-26 – 08-03-26 7:00 am – 8:00 pm No Charge
PA Mustangs*	PA Mustangs 12U Tournament Varsity and JV Softball 07-18-26 7:00 am – 8:00 pm Rental Fees Apply
Bean Funeral Home	Parking for Bean Funeral Home Summer Fest Middle School Parking lots 07-25-26 Saturday 11:00 am – 3:00 pm Rental Fees Apply
BCIAA	BCIAA Board/AD Meeting GMACC Classroom 08-11-26 9:00 am – 1:00 pm No Charge

**Activities will occur prior to Voting meeting.*

14.1.1. **MOTION TO APPROVE the Facilities Use section**

15. **Communications**

15.1. None received

16. **Right-to-Know Requests**

16.1. **Smart Procure**

16.2. **The Fairness Center**

16.3. **Upgraid**

17. **Grant Applications**

17.1. None received

18. **Information Items**

18.1. What Happened at the BCIU - June 2026

18.2. BCIU NewsLink - June 2026

18.3. BCIU Legislative Update - June 2026

18.4. BCTC Meeting Minutes - April 2026

18.5. BCTC Meeting Briefs - May 2026

18.6. TCC Meeting Summary - June 2026

18.7. TCC Meeting PowerPoint - June 2026

19. **Closing Comments (Board)**

20. **Meeting Adjournment (Voice)**