



AN AGREEMENT, made and executed this 27th day of April of 2017, by and between the Northern York School District (hereinafter "School District"), and G-Force Investigations, LLC(hereafter "G-Force").

1. G-Force shall provide to School District a qualified individual (specifically David C. Zumbrum) to provide safety and security services to the School District as set forth below:
 - A. Evaluate current policies and procedures relating to security and safety and update plans as needed.
 - B. Prepare, maintain, and revise all emergency plans, including but not limited to
 1. District Emergency Management Plan
 2. Point of Distribution (POD) Plan
 3. TMI Emergency Plan
 4. York County Comprehensive Plan
 5. Safe Schools Plan
 - C. Conduct site visits of the schools with the principals for the purpose of reviewing building emergency plans, building evacuation plans, and any other plans that relate to the security, safety, and welfare of the school building.
 - D. Conduct security audits, vulnerability studies, and assessments of each school within the District, and submit a report of findings to the building principal and Assistant to the Superintendent with an opportunity to meet with the principal and go over the report.

- E. Work with school principals and Assistant to the Superintendent to assess, plan, and provide in-service training for the staff as it relates to safety practices and security measures.
- F. Review Chapter 10 requirements, Safe Schools requirements, and PA Department of Education requirements as they relate to maintaining a safe and secure educational and work environment.
- G. Review, develop, and refine security operation manuals and flipcharts as needed or directed to do so.
- H. Develop, plan and implement a system of drills in order to prepare for a variety of emergency events. Such drills include, but are not limited to:
 - 1. Fire drills
 - 2. Intruder drills
 - 3. Active shooter drills
 - 4. Emergency weather drills
 - 5. TMI evacuation drills
- I. Research available grants and funding opportunities to assist in enhancing safety and security measures while serving to minimize the financial impact on the District.
- J. Work with Principal's on the yearly Safe Schools Report
- K. Serve as a liaison between the District and law enforcement as it relates to completing the Safe School Reports.
- L. Serve as a District representative of the District Security Committee.
- M. Serve as the Chief Security Officer for the District.
- N. Serve as the District Attendance Officer.
- O. Provide support, when appropriate, to building administration in the handling of behavioral issues of students.
- P. Coordinate and supervise the District Security Guards used for athletic events and other events held after school hours
- Q. Meet with District Transportation Coordinator as it relates to security concerns within the transportation system.

- R. Work with District Administrators on the development, implementation, refinement, and enforcement of the District's Bullying Policy.
 - S. Manage inventory and coordinate repairs/replacement of District Radio System devices.
 - T. Work with the Director of Buildings and Grounds to monitor the maintenance, upkeep, replacement, and repair of all security equipment including, but not limited to:
 - 1. Security cameras
 - 2. Visitor identification systems
 - 3. Automatic door access systems
 - 4. Security lighting
 - U. Coordinate with other directors and coordinators of the District in areas of security.
 - V. Coordinate efforts with colleagues from other school districts who hold similar functions.
2. The term of this agreement shall commence on August 1, 2017 and shall terminate on July 31, 2020. The School District has the right to terminate this agreement with 30 days notice should Dave Zumbrum not be the individual employee for G-Force. Either party may also opt out of this agreement on July 31, 2018 or July 31, 2019 should it give 60 days prior notice to the other party in the agreement.
3. **Background Checks** ("Certifications"): The School District, pursuant to Pennsylvania Law, requires a TB test that is no more than 90-days old, **States and FBI Criminal Record Checks**, as well as a **Child Abuse History Clearance** (collectively, the "Certifications"), that are no more than one (1) year old at the time that the contractor and their employees begin services with the School District, for all employees that will have direct contact with any individual under eighteen years of age ("children"). G-Force shall comply with all certification requirements in this regard imposed by the School District or applicable law. Direct contact with children is generally defined as the care, supervision, guidance or control of children or routine interaction with children. Notwithstanding any statutory or regulatory definition of the term direct contact with children, the School

District retains sole discretion to determine when contractors and their employees are in direct contact with children.

a. **State and Federal Criminal History Checks for Prospective**

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

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

b. **Child Abuse History Clearance for Prospective**

Employees/Contractors (and contractor's employees) – In addition to the criminal background check(s), the Pennsylvania Child Protective Services Law, 23 Pa. C.S. § 6301, *et seq.*, requires that all contractors and their employees obtain a **Child Abuse History Clearance**. The Child Abuse Clearance must be provided to the School District. G-Force shall comply with these requirements for itself and its applicable employees.

4. **Compensation** – In consideration for the services of G-Force as set forth above, the School District shall pay the following:

- a. This contract is a 3 year agreement and will increase at a rate of 2.5% annually during the life of the contract. Year 1 (August 1, 2017-July 31, 2018) G-Force will be compensated at **\$65,400**, Year 2 (August 1, 2018-July 31, 2019) G-Force will be compensated at **\$67,035**, and year 3 (August 1, 2019-July 31, 2020) G-Force will be compensated at **\$68,711**.

- b. The School District will not be responsible for providing any employee benefits to G-Force or its employees.
 - c. G-Force's employees will work a 12 month "professional" contract with 15 holidays specified by the School District and 17 PTO days during the term of this contract.
- 5. G-Force shall add the School District as a supplemental location for purposes of Liability Insurance and shall provide evidence of that insurance to the School District.
- 6. G-Force will provide the School District with an invoice bi-weekly for the services provided. The employee of G-Force assigned to the School District will provide services for 40 hours/week between Monday-Friday unless a change is mutually agreed upon by G-Force and the School District.
- 7. The School District will pay G-Force for services within 20 days of receipt of the bi-weekly bill or be subject to 5% late fee of any outstanding balance.
- 8. The School District shall provide School District uniforms to G-Force employees be used during the commission of the services under this Agreement.
- 9. **Confidentiality** – G-Force, in order to fulfill G-Force's responsibilities under this Agreement, may have a legitimate educational interest in reviewing or creating certain personally identifiable information regarding students intended for second party review ("Student Information"). If G-Force does not have such an interest, then G-Force (a) shall not be permitted to view, inspect or obtain any confidential records or data of the School District, or any tenants, or of any students, contractors or agencies thereof, that by law, practice or regulation disclosure is not permitted or appropriate (the "Confidential Records"), (b) shall maintain the confidentiality of, and immediately return to the School District, any such Confidential Records that may, for any reason, become known to or come in the possession of G-Force, (c) shall comply with all reasonable security and access policies and procedures of the School District, and (d) shall ensure that any person or entity acting on behalf or at the request of G-Force complies with these provisions.

G-Force shall be bound by and shall comply with the Family Education Rights and Privacy Act ("FERPA"), Protection of Pupil Rights Act

("PPRA"), Individuals with Disabilities Education Act ("IDEA"), the State Board of Education Guidelines, the Health Insurance Portability and Accountability Act ("HIPAA"), to the extent applicable, and any other applicable federal, state, and/or local legislation regarding the creation of, protection and dissemination of Student Information.

If applicable, G-Force agrees that it shall use Student Information solely for the purpose of delivering the services described in this Agreement. G-Force further agrees that Student Information will be kept secure and confidential and that it will not disclose any of the Student Information in any manner whatsoever; provided, however, that any such information may be disclosed to G-Force's employees and representatives who need to know such information for the sole purpose of delivering educational services as an educational agency in accordance with the terms of this Agreement; provided, however, that G-Force's employees or representatives first must be provided with a copy of this Agreement and agree to be bound by the terms hereof to the same extent as if they were parties hereto.

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

10. The parties agree that G-Force and its employee shall have no police powers nor the power of arrest during the commission of its duties, however, it will provide assistance for the safety of those present while in performance of his/her duties and coordinate with the local police jurisdiction for events that are criminal matters.
11. The parties mutually agree that G-Force and its employee are independent contractors, and are not employees of the School District. Further, the evaluation of the performance and the discipline, if any, of the G-Force employee is the responsibility of G-Force, in coordination with the School District.
12. G-Force's employee assigned to the School District will report to the School District's Director of Administrative Services.

13. All notices and requests required or authorized pursuant to this Agreement shall be in writing by certified mail, return receipt requested.
14. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective administrators, successors and assigns and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
15. In the event any action is filed in relation to this Agreement, each party shall be responsible for his own attorney's fees.
16. This Agreement constitutes the entire Agreement between the parties. No statements, promises, or inducements made by any party to this agreement or any agent or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This Agreement may not be enlarged, modified, or altered unless in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

G-Force Investigations, LLC

Date:_____

By:_____

Northern York County School District

Date:_____

By:_____