

From: [Chris at Stapleford & Byham](#)
Sent: Monday, October 29, 2012 9:58 AM
To: [Norbert Kennerknecht](#)
Cc: [Amanda Hetrick](#) ; [Amy Stewart](#) ; [Brandon Hufnagel](#)
Subject: Re: Ag Lab

Norbert,

As we discussed previously, my changes and comments are as follows:

1. Clearances are required. Please insert the following provision into the agreement:

The Foundation must provide the School with current Act 34 and current Act 151 clearances for all Foundation employees or agents that will have direct contact with students of the School. No employee or agent of the Foundation shall be permitted to have direct contact with students of the School until said clearances have been provided to the School.

2. I recommend eliminating Section 6, the "Security Cameras" section, and not permitting the referenced recording. To my knowledge, we do not have the necessary consent from parents/students for this to occur. Also, if they are recording audio and proper notice is not provided, there could be issues under the Wiretap Act.

3. The reciprocal indemnification language is OK, it only puts us on the hook for liability resulting from the negligence of our own employees and agents (which is reasonable). I do recommend adding the following sentence to the end of the second paragraph of section 10:

Notwithstanding the foregoing, the parties hereto agree that this provision shall not be construed to in any way limit the School's ability to assert any defenses, including but not limited to, the defense of immunity.

Christopher M. Byham, Esq.
Stapleford & Byham, LLC