

Saucon Valley School District

Meeting of the Ad Hoc Finance Committee

May 17, 2023 – 5:00 pm

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Welcome to the Saucon Valley School Board Ad Hoc Finance Committee meeting. Our objective is to serve our community's students, parents, and residents. You are an important part of this meeting and we look forward to your questions and comments. We are all here for the same reason. All opinions are welcomed and equally valuable. Our only request is that we address each other with civility and respect. Our courtesy toward each other is the best way to show our students how much we respect them as well.

Committee Members – Cedric Dettmar, Dr. Shamim Pakzad, Shawn Welch, Dr. Laurel Erickson-Parsons

Agenda

- I. **Call to the Order** – *Cedric Dettmar, Committee Chair*
- II. **Pledge of Allegiance**
- III. **Recording of Attendance** – *David Bonenberger, Committee Secretary*
- IV. **Motion to Approve Agenda**
- V. **Approval of Minutes** – April 19, 2023
- VI. **Courtesy of the Floor to Visitors – Agenda Items Only** – *Visitors should state their name and address.*
- VII. **Discussion & Action:** 2023-2024 PSBA Membership Renewal
- VIII. **Discussion & Action:** Center Stage Theater Lighting
- IX. **Discussion & Action:** Lakeside Youth Service Agreement
- X. **Discussion & Action:** Buxmont Academy
- XI. **Discussion & Action:** Athletic Projects – Robert Frey
- XII. **New Business**
- XIII. **Old Business**
- XIV. **Courtesy of the Floor to Visitors** - *Visitors should state their name and address.*
- XV. **Future Meetings** – June 21, 2023
- XVI. **Motion to Adjourn**

A meeting of the Finance Committee was held on Wednesday, April 19, 2023, in the District Office Conference Room. Finance Committee members Cedric Dettmar, Dr. Laurel Erickson-Parsons, Dr. Shamim Pakzad, and Shawn Welch were present. Also present were David Bonenberger - Committee Secretary and Superintendent Jaime Vlasaty.

- I. **Call to the Order** – 5:10 - *Cedric Dettmar, Committee Chair*
- II. **Pledge of Allegiance**
- III. **Recording of Attendance** – *David Bonenberger, Committee Secretary*
4-present, 0-absent
- IV. **Motion to Approve Agenda** – Dr. Laurel Erickson-Parsons, second by Shawn Welch moved to approve the Agenda. Vote: 4-yes, 0-no
- V. **Approval of Minutes** – Dr. Shamim Pakzad, second by Dr. Laurel Erickson-Parsons moved to approve the minutes of March 15, 2023. Vote: 4-yes, 0-no
- VI. **Courtesy of the Floor to Visitors – Agenda Items Only** – None
- VII. **Discussion & Action: Use of Facilities - Fee Schedule**
Dr. Shamim Pakzad, seconded by Cedric Dettmar moved to modify the Fee Schedule with the cost of the LGI reduced to \$5.00. Vote: 2-yes, (Pakzad, Dettmar), 2-no (Welch, Erickson-Parsons).

Shawn Welch, seconded by Dr. Laurel Erickson-Parsons moved to approve the Fee Schedule as presented. Vote: 2-yes, (Welch, Erickson-Parsons) 2-no (Pakzad, Dettmar)

Shawn Welch, seconded by Dr. Laurel Erickson Parsons moved to modify the Fee Schedule with the cost of the LGI reduced to \$5.00. Vote: 4-yes, 0-no

Shawn Welch, seconded by Dr. Laurel Erickson Parsons moved to approve the Facility Usage Rules & Regulations. Vote: 4-yes, 0-no
- VIII. **Discussion & Action: 2023-2024 Budget**
- IX. **New Business** – None
- X. **Old Business** – None
- XI. **Courtesy of the Floor to Visitors** – None
- XII. **Future Meetings** – May 17, 2023
- XIII. **Motion to Adjourn**

Dr. Shamim Pakzad, seconded by Shawn Welch moved to adjourn the meeting. 7:14 p.m.



Pennsylvania School Boards Association, Inc.
 400 Bent Creek Blvd.
 Mechanicsburg, PA 17050-1873

DUES INVOICE

BILL TO:

Saucon Valley S D
 2097 Polk Valley Rd
 Hellertown, PA
 18055-2400

Account ID

 Invoice Date
 Invoice Number

SAUC000523

 April 17, 2023
 2324-SD-0413

YOUR 2022-23 SELECTIONS	MEMBERSHIP OPTIONS	2023-24 ALL ACCESS PACKAGE	2023-24 STANDARD MEMBERSHIP
✓	1 STANDARD MEMBERSHIP	N/A	* <input type="checkbox"/> \$13,149.21
	2 ALL ACCESS PACKAGE (Standard Membership + \$3,500.00)	* <input type="checkbox"/> \$16,649.21	N/A
	3 LIVE & ONLINE TRAINING	INCLUDED	* <input type="checkbox"/> \$ 999.00
	4 BOARD SELF-ASSESSMENT WITH INTERPRETATION	INCLUDED	* <input type="checkbox"/> \$ 600.00
	5 COMPREHENSIVE SUBSCRIPTION PACKAGE	INCLUDED	* <input type="checkbox"/> \$ 400.00
✓	6 POLICY MAINTENANCE	INCLUDED	* <input type="checkbox"/> \$1,525.00
	7 SCHOOL SAFETY INSTITUTE *Call to schedule.	INCLUDED	*\$1,500 per session
✓	8 ADMINISTRATIVE REGULATIONS Annual Updates (*must purchase 6 to have 8)	* <input type="checkbox"/> \$ 905.25	* <input type="checkbox"/> \$1,065.00
TOTAL MEMBERSHIP DUES		\$ _____ (* Please add selected rows 2 & 8 for your total)	\$ _____ (* Please add any selected rows 1 thru 8 for your total)
TOTAL PAYMENT REMITTED \$ _____ REMIT ONE COPY WITH PAYMENT			

NOTICE: Payment of dues to maintain membership in PSBA acknowledges that: (1) PSBA is organized under the Pennsylvania Non-Profit Corporation Law as a private, non-stock, non-profit corporation in which members in good standing have only such voting or other rights as are set forth in the Bylaws; (2) regardless of the source of payment, funds received by PSBA in the form of dues by law constitute the private funds of the corporation as income derived from corporate activities; (3) ownership of the physical, financial, intellectual or other assets of PSBA is vested exclusively in the PSBA corporate entity; and (4) access to and use of such assets by PSBA members exists only to the extent permitted by PSBA within the limitations of the Non-Profit Corporation Law, and subject to all terms, conditions and limitations applicable thereto as determined solely by PSBA.

***Participation in PSBA's Policy and Administrative Regulations Services will continue upon payment of PSBA Dues and applicable fees as stated in the PSBA Policy Maintenance Program Participation Agreement (Agreement). The Agreement will renew upon full payment of the applicable membership dues and any applicable program fees. If the Agreement is terminated for nonpayment, access to the PSBA web-based policy system, which contains your data, will cease.**

SUBMIT PAYMENT TO PSBA C/O ACCOUNTS RECEIVABLE BY JULY 15, 2023
 400 Bent Creek Boulevard, Mechanicsburg, PA 17050 • (717) 506-2450 • (800) 932-0588 • www.psba.org



Membership Levels Comparison

The All-Access Package provides the greatest value. Many All-Access members save up to **\$4,600** during an average annual cycle.



	All-Access	Standard
Career Gateway	✓	✓
Bulletin Magazine	✓	✓
Required (RQD) New and Advanced School Director Training	✓ <small>All learning options including in-person, virtual and online courses</small>	✓ <small>Online courses only</small>
Exclusive BoardDocs pricing	✓	✓
Access to PSBA Insurance Trust products	✓	✓
Complimentary Travel Accident Insurance	✓	✓
Legislative Advocacy	✓	✓
Legal Advocacy	✓	✓
Morning Brief	✓	✓
Keystone Center for Charter Change	✓	✓
The Countdown	✓	✓
Grants Support Program	✓	✓
Crisis Communication Services	✓	✓
Energy Procurement Services	✓	✓
Outreach office hours	✓	✓
School Board Secretary Exchanges	✓	✓
myPSBA Resource Guides and Essentials Series	✓	✓
State Legislative Report	✓	✓
Federal Education Report	✓	✓
new Pennsylvania School Safety Institute	✓	\$
Policy Maintenance Program	✓	\$
Unlimited live training events (excludes customized)	✓	\$
Unlimited online training (includes advanced and elective courses)	✓	\$
Board Self Assessment with board report and interpretation	✓	\$
+ Comprehensive Subscription package • 6 additional copies of <i>PSBA Bulletin</i> • <i>School Law Edition</i>	✓	\$
PSBA Superintendent Evaluation (Standard or Customized)	25% discount	\$
Administrative regulation service options	15% discount	\$
PASA-PSBA School Leadership Conference	20% discount	\$
School Board Secretaries Conference	15% discount	\$

\$ - items not included in standard membership may be purchased at www.PSBA.org.
 Certain restrictions may apply. All available PSBA products and services are not on this list. Visit www.PSBA.org or call for more information, (800) 932-0588.

CENTER STAGE

LIGHTING & RIGGING, INC.
1401 East Woodlawn Street Allentown PA 18109

Tel: 610/351-2882 Fax: 610/351-2969

Email: info@centerstagelighting.net

Saucon Valley High School.

March 30, 2023

Center Stage Lighting & Rigging, Inc. is happy to provide a quote on the lighting systems at Saucon Valley High School. Scope of work at this time is:

- 1 Lighting Fixtures Upgrade
 - (12) LED Leko Fixtures to replace fixtures hanging over audience
 - (18) LED Par fixtures to hang over stage (equivalent to what is in rental package)
 - (4) Non-dim power modules for dimmer rack
 - (2) Wireless DMX transceivers to match current system
 - Cable and hardware for fixtures

- 2 Removal of old leko fixtures over audience, installation, programming, training on new fixtures.

Quotes and schedule are based on site visit and conversation with district staff. Changes to the condition of the system, the usage of the system, school building priorities, or other unforeseen occurrences are not the responsibility of Center Stage and may require revisiting and re quoting. Center Stage is not responsible for things outside of its control, including manufacturing and supply chain issues.

Pricing for above is \$42,503.00

Center Stage is a PA Co-stars Vendor 034-E22-154. Commencement and completion time frame TBD by equipment availability.

I will be more than happy to assist you with any questions or concerns. Sincerely,



Chris Connelly

chris@centerstagelighting.net

CENTER STAGE LIGHTING & RIGGING, INC.
TERMS of ENGAGEMENT

1. Due to the global parts and component shortages, shipping and delivery dates shall be dependent on availability of parts and components. Every effort will be made to meet reasonably expected lead and shipping times. Center Stage Lighting and Rigging, Inc. will keep clients informed to the best of our ability on shipping and lead times.
2. Payments may be made either by cash, credit card, or check, payable to Center Stage Lighting & Rigging, Inc. Credit card will incur a 3% processing fee.
3. Payments are due in accordance with the following Payment Schedule:
 - a. 55% Due Upon Receipt Signed Contract/Confirmation of Job or Item(s)
 - b. 35% Balance Due At Commencement of Work
 - c. 10% Balance Due Upon Completion
4. Production and / or submission of our work product - paper plans or other paper documents - will occur only while your account is current as described in the above Payment Schedule.
5. Meeting attendance will occur only while your account is current as described in the above Payment Schedule.
6. No extras will be performed unless a written proposal is prepared and accepted by you. Once accepted, the above Payment Schedule will apply to the extras as well.
7. Fees for projects that are performed on time and materials basis will be estimated prior to commencement of services. The payments on the estimated fees will be in accordance with the above Payment Schedule.
8. Questions or discrepancies regarding invoices shall be submitted in writing within ten calendar days of the invoice date. If no error is reported within this period, the invoice will be considered correct.
9. Payment of our fees is not contingent upon the occurrence of any outside and/or third party acts.
10. It is understood that all purchases are payable in accordance with stated invoice terms (invoice payable upon receipt).
11. Customers with past due invoices or whose accounts exceed their credit limits will be placed on credit hold and work on those projects may cease until the account is brought current as indicated below.
12. All unpaid balances over 30 days are charged interest at the rate of 1_1/2% per month (18% APR) which is added to the open account balance.
13. Center Stage Lighting & Rigging, Inc's total liability on this project will be limited to the total amount of our fee paid by you.
14. You, the Customer, agree to pay all reasonable attorney's fees and all collection costs if collection proceedings are required.
15. Center Stage Lighting & Rigging, Inc. retains complete ownership of all copyright rights to plans, drawings, electronic media, any other form its work takes and the intellectual properties prepared on your behalf unless specific written authorization is given relinquishing those rights. We reserve the right to charge a reasonable additional fee to relinquish those rights.
16. Once a project has been submitted to review entities, comments may be generated by those entities. Changes to our plans or reports due to errors or omissions will be rectified by Center Stage Lighting & Rigging, Inc. at no charge to you. Changes to our plans or reports to satisfy review entities' extra-ordinance (unwritten and / or not codified in the entity's codes or rules) comments will be considered to be extra charges.
17. Changes to the design intent of the project once begun may result in revisions to the project scope. Should such changes result in revisions to the project scope, the proposal will be updated and must be resigned by all parties. Any fee changes resulting from changes to the scope must also be addressed at that time. Increases in a project's scope may result in corresponding increases in a project's fees. Decreases in a project's scope may result in corresponding decreases in a project's fees.
18. Orders placed and subsequently canceled, either in part or in whole, where drawings have been started, or the purchase of special materials has been made will be assessed a cancellation charge equal to 25% of the quoted price for standard items, 100% of the quoted price for custom items, or the actual charges incurred, whichever is greater. Custom-made items cannot be returned for credit after shipment.
19. Release for manufacture and shipment of all equipment is required within 60 calendar days of submittal delivery. Orders not released within this period are subject to escalated cost.
20. Center Stage Lighting and Rigging, Inc. may be subject to additional terms required by manufacturers or other entities. Client shall be held to such terms as they arise.

AGREEMENT

AND NOW, Agreement is made on the date set forth below by and between SAUCON VALLEY SCHOOL DISTRICT, with administrative offices located at 2097 Polk Valley Road, Hellertown, PA 18055, (hereinafter “the School District”) and LAKESIDE YOUTH SERVICE, with administrative offices located at 1350 Welsh Road, Suite 400, North Wales, PA 19454, (hereinafter “Lakeside”), a 501(c)(3) non-profit organization whose nature of business is educational and therapeutic support services for school age children and their families and training for adults and professional development.

Recitals

WHEREAS, the School District has certain responsibilities with respect to resident students and certain students placed in facilities by the School District, and to its staff; and

WHEREAS, Lakeside is a corporation established for the purpose of providing services for children and families, and training for professionals and adults; and

WHEREAS, Lakeside, subject to the terms and conditions of this Agreement, shall be providing certain educational and therapeutic services and/or training or professional development that shall, subject to the terms and conditions of this Agreement, be reimbursed by the School District;

NOW, THEREFORE, in consideration of the foregoing premises, and intending to be legally bound hereby, the parties agree as follows:

1.0 Lakeside’s Responsibilities

1.01. Reservation of Slots.

- (A) Lakeside shall reserve zero (0) general education and zero (0) special education slots for students referred by the School District to a school program of Lakeside, i.e. Lakeside School, Lakeside Girls Academy, Souderton Vantage Academy (not including the Elementary Program) and/or Upper Merion Vantage Academy (not including the E-Learning Program), for the 2023-2024 school year as delineated on the official 2023-2024 school calendar and daily schedule of the program of Lakeside to which students are referred.
- (B) In the event that additional general and/or special education slots are available in a school program of Lakeside, i.e. Lakeside School, Lakeside Girls Academy, Souderton Vantage Academy (not including the Elementary Program) and/or Upper Merion Vantage Academy (not including the E-Learning Program), after the execution of this Agreement, those slots shall be available to all participating school districts on a “first come, first served” basis.
- (C) Education slots are contracted solely between the parties and are not transferable to any other entity.
- (D) For purposes of definition, an “education slot” shall be equal to one hundred eighty (180) days of educational services. There shall be no accrual of educational days if the total number of education slots purchased is not utilized during any period within the school year.

- ##### **1.02. Per Diem Placements.**
- In the event that additional general and/or special education openings are available throughout the school year in a program of Lakeside, i.e. Lakeside School, Lakeside Girls Academy, Souderton Vantage Academy including its Elementary Program and/or Upper Merion Vantage Academy including its E-Learning Program, those openings shall be available to all participating school districts on a “first come, first served” basis. The cost for placements in such openings shall be based on a per diem amount.

- 1.03. **Provision of Educational Services.** Lakeside shall admit students referred by the School District in consideration of the students' needs and the ability of Lakeside to meet those identified needs as assessed during the referral and enrollment process. Lakeside shall provide at its sole cost and expense and through its own employees and/or contractors, all of the educational services required for each student covered by this Agreement. Should a student require auxiliary or related services not customarily provided by Lakeside, such as, but not limited to, Speech, Language, and/or Occupational Therapy, Reading Specialist or specialized reading program, or English to Speakers of Other Languages, the School District shall choose to provide or fund those services separately or affect a change of placement for the student. If at any time a student chooses not to pursue the goals and objectives set by the School District and Lakeside, Lakeside reserves the right to utilize its behavior management system in order to further engage the student in the program. If it is clearly documented that the student continues to not make progress, Lakeside shall have the right to suspend, expel or remand the student back to the School District. If the student is not removed from Lakeside by action of the School District within three (3) school days after notification, Lakeside shall have the right to charge and collect from the School District an amount calculated at twice the applicable rate for said student until the student is removed from Lakeside's program. Such action shall only be taken after thorough consultation with and notification of the appropriate liaison of the School District.
- 1.04. **Provision of In-School Counseling Services.** Lakeside shall provide the School District with the counseling services of zero (0) full-time Lakeside In-School Counselors for the 2023-2024 school year. Should Lakeside be unable to provide qualified, credentialed staff to fill the In-School Counselor role(s), invoicing shall be adjusted accordingly.
- 1.05. **Provision of Mobile Support Services.** Lakeside shall provide the School District with placement openings in Lakeside's Mobile Support Program on an as needed basis. The frequency and duration of counseling and/or academic services provided to each student the School District places in Lakeside's Mobile Support Program shall be mutually agreed upon by the School District and Lakeside.
- 1.06. **Standards for Lakeside's Performance.**
- (A) **Professional and Skilled Services by Lakeside.** Lakeside shall provide all of the services subject to this Agreement in a professional and competent manner and in compliance with the Public School Code, the regulations of the State Board of Education, the standards of the Secretary of Education, the Individuals with Disabilities Education Act and the regulations promulgated pursuant to the Individuals with Disabilities Education Act as well as any other applicable laws and regulations, by and through an adequate number of employees or contractors who are properly trained, qualified and competent to provide the services required and to insure a safe educational environment free from abuse, harassment, intimidation or other unlawful or improper conduct.
- (B) **Clearances and Background Checks.** Lakeside certifies that every employee, agent and independent contractor that shall perform services for the School District under this Agreement has current Pennsylvania state and federal criminal history reports. Upon request by the School District, Lakeside shall provide criminal history reports to the School District and the School District may retain a copy of the reports pursuant to the Pennsylvania School Code, 24 P.S. §1-111. Such criminal history reports shall be no older than sixty (60) months old at any time during the term of this Agreement.

Lakeside certifies that every employee, agent and independent contractor that shall perform services for the School District under this Agreement has a current official child abuse clearance from the Pennsylvania Department of Public Welfare pursuant to the Child Protective Services Act, 23 Pa. C.S. §6355. Upon request by the School District, Lakeside shall provide copies of the original clearances to the School District and the School District may retain a copy of the clearances pursuant to applicable law. Such clearances shall be no

older than sixty (60) months old at any time during the term of this Agreement. As a provider of contracted services, upon request of the School District, Lakeside shall provide the School District with copies of fully completed PDE-6004 disclosure forms for every employee or contractor who performs work for the School District pursuant to this Agreement. Additionally, Lakeside shall notify the School District any time that any of its employees, agents or independent contractors who are performing work on behalf of the School District are either arrested or charged with a criminal offense. Such notice shall be provided in writing on form PDE-6004 and within seventy-two (72) hours of the arrest or conviction.

As a provider of contracted services, Lakeside certifies that prior to providing services to students under this Agreement, Lakeside has performed the employment history review required by Act 168 of 2014 and shall provide the School District with access to such records upon request. If any affirmative response is provided to the abuse and sexual misconduct background questions, Lakeside shall notify the School District in writing in advance of that individual's assignment to the School District and if the School District objects to the assignment, then Lakeside may not assign the employee to the school entity.

- (C) **Adoption and Enforcement of Policies.** Lakeside shall adopt and/or maintain and enforce policies and practices to prohibit improper and unlawful conduct by its employees, contractors and volunteers, including unlawful discrimination, harassment and intimidation.
 - (D) **Staffing.** Lakeside shall hire and retain staff of good moral character as can be determined by the interview and reference process. All staff shall be a minimum of eighteen years of age. Each staff member shall provide, by his/her date of hire, a physician's certificate indicating that he/she has no communicable diseases, and he/she has been tested for tuberculosis. All staff must be either citizens of the United States or hold a visa authorizing them to reside and seek employment in the United States.
 - (E) **Training.** Lakeside shall ensure that all employees, agents and representatives performing services under this Agreement are provided with adequate training, including, but not limited to, mandatory child abuse recognition training in compliance with Pennsylvania Law – Act 126 and Act 31. With respect to employees who shall be providing education services to students under this Agreement, Lakeside shall properly train its employees, contractors and volunteers with respect to the requirements that they not engage in improper or unlawful conduct.
- 1.07. **Special Education and Related Services.** With respect to students who have been identified as exceptional, Lakeside shall ensure that the special education and related services that are provided by Lakeside are provided in accordance with the individualized education program, if any, or in accordance with the “stay put” requirements of law, as applicable.
- 1.08. **Cooperation with the School District.** Lakeside shall fully cooperate with any and all evaluations and investigations requested by the School District with respect to any student enrolled in a program of Lakeside who is receiving services under this Agreement. Lakeside shall require its staff to cooperate with the School District in such activities as evaluations, investigations, delivery of services, conferences and the like. This provision shall not be construed to require Lakeside to disclose any information that is confidential under law; provided, however, that “student records” as defined in the Family Educational Rights and Privacy Act (hereinafter “FERPA”) shall be disclosed by Lakeside to the School District.
- 1.09. **Accurate Accounting.** Lakeside shall be responsible for accurate accounting with respect to each student served and shall provide accurate invoices identifying the name of each student served, the student's date of birth and home address.

- 1.10. **Licenses and Certifications.** Lakeside shall obtain and maintain all necessary approvals, licenses and/or certifications that may be required by governmental or certifying agencies, whether federal, state or local, to enable Lakeside to perform the services required under this Agreement. Lakeside shall notify the School District immediately in the event that such licenses, approvals and/or certificates are not obtained or maintained, have lapsed, been suspended or revoked. In addition, Lakeside shall promptly notify the School District in the event that any governmental or certifying agency initiates any action that may have any effect on any of the approvals, licenses and/or certifications.
- 1.11. **Confidentiality.** Lakeside shall maintain confidentiality of student records as defined in and in accordance with FERPA, the regulations promulgated under FERPA, and the regulations of the State Board of Education. Lakeside shall maintain proper policies pertaining to confidentiality of student records. Lakeside shall properly train its employees, contractors and volunteers with respect to confidentiality requirements and compliance with said policies.
- 1.12. **Transportation.** The School District shall provide transportation services for students it places in a program of Lakeside. If the School District requests Lakeside to provide transportation services, Lakeside shall supervise and be responsible for all aspects of transportation, including insurance, when students who are in the care, custody or control of Lakeside are transported by Lakeside. If Lakeside provides transportation services, should a student become homeless as deemed by the School District, Lakeside may continue providing transportation services if the student resides in another school district serviced by Lakeside's transportation services and if mutually agreed upon by Lakeside and the School District. Should a student become homeless as deemed by the School District and reside in a school district not serviced by Lakeside's transportation services, the School District may request Lakeside to provide transportation services. Lakeside shall not be required to provide transportation services to a student who is deemed homeless by the School District and resides outside of the School District.
- 1.13. **Facilities.** Lakeside shall provide facilities that have been approved by the Pennsylvania Department of Labor and Industry and are in compliance with municipal fire, safety and panic requirements.
- 1.14. **Environmental Health and Safety.** Lakeside shall provide facilities that meet state and local statutes regarding environmental health, physical welfare and safety of students in attendance.
- 1.15. **School Food Service.** In each of Lakeside's school programs, i.e. Lakeside School, Lakeside Girls Academy, Souderton Vantage Academy and Upper Merion Vantage Academy, Lakeside shall provide or host a food service program that is in compliance with the Pennsylvania Department of Education, Pennsylvania Department of Agriculture and Montgomery County Department of Health.
- 1.16. **Student Attendance.** Lakeside shall submit monthly attendance reports to the School District pertaining to each student. Lakeside shall comply with the provisions of Chapter 11 of the Pennsylvania Board of Education's regulations as to student attendance.
- 1.17. **Student Records.** Lakeside shall collect and maintain in an appropriate file system, complete, accurate and detailed records pertaining to each student.
- 1.18. **Requirements Under Safe Schools.** Lakeside shall comply with the provisions of Article XIII A of the School Code and shall maintain a written policy with regard to its compliance. Reports shall be maintained in a central incident report file as well as in individual students' files.
- 1.19. **Health Services.** Lakeside shall provide or work cooperatively with its host school districts to provide health services as prescribed under Article 14 of the School Code. At Lakeside School and Lakeside Girls Academy, this shall be done by providing a registered nurse on staff when school is in session.
- 1.20. **Academic Standards.** Lakeside shall maintain compliance with the academic standards prescribed under Chapter 4 of the regulations of the State Board of Education.

- 1.21. **Insurance.** Lakeside shall insure its officials, staff, volunteers, vehicles, and property in scope and amount satisfactory to the School District's insurance broker. Lakeside shall provide all legally required insurances, such as, by way of example and not limitation, workers' compensation. Copies of all required insurance policies shall be provided to the School District and Lakeside shall promptly advise the School District of any changes, cancellations or non-renewals of any required insurance.
- 1.22. **Notification of Governmental Inquiries of Investigations.** With respect to any student receiving services from Lakeside under this Agreement, Lakeside shall:
- (A) Promptly advise the School District in the event that any governmental or certifying agency conducts any investigation of any nature into the operations of Lakeside; and
 - (B) Advise the School District of the nature of the allegations of the complaint or investigation. This provision shall not be construed to require Lakeside to disclose any information that it is prohibited from disclosing under any confidentiality law.
- 1.23. **Transition of a Student to a Less Restrictive Educational Environment.** When, in the judgment of Lakeside and the School District, a student appears ready to transition to a placement less restrictive than the placement in a program of Lakeside, the criteria shall be reviewed in each such case. The School District and Lakeside agree that decisions regarding the educational program for each exceptional student shall be made in accordance with applicable law. Any dispute that may arise concerning an individual student's educational program shall be subject to resolution through special education due process procedures in accordance with state and federal law. Lakeside represents that it is familiar with those laws, including the stay put provisions of the law, and agrees that it shall comply with the stay put or pendent placement requirements of state and federal law.
- 1.24. **Nondiscrimination.** Lakeside shall abide by all federal and state laws prohibiting discrimination in admissions, employment, and operation on the basis of disability, race, creed, gender, national origin, religion, ancestry or need for special education services, subject to Lakeside's right to receive waivers from the same or Lakeside's rights of noncompliance as set forth in applicable legal standards.

2.0 School District's Responsibilities

- 2.01. **Identification of Referred Students.** The School District shall establish and maintain identification policies for referred students that comply with informal hearing procedures set forth in 22 Pennsylvania Code 12.8 (c). The School District herewith assures Lakeside that notice of such hearings shall precede placement of the identified students in Lakeside's program.
- 2.02. **Fees.**
- (A) **Educational Services (Slots).** Subject to the terms, conditions and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside a fee for each education slot covered by this Agreement in the amount of thirty-five thousand, three hundred fifty-five and 00/100 dollars (\$35,355.00) for each general education slot, and forty thousand, seven hundred twenty-five and 00/100 dollars (\$40,725.00) for each special education slot. Such educational service charges shall be invoiced separately and shall be paid by the School District as set forth below.
 - (B) **Educational Services (Per Diem Placements).** Subject to the terms, conditions and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside a fee for each per diem placement covered by this Agreement in the amount of three hundred ten and 00/100 dollars (\$310.00) for each general education placement, three hundred sixty and 75/100 dollars (\$360.75) for each special education placement and four hundred fifteen and 00/100 dollars (\$415.00) for each Souderton Vantage Academy Elementary Program placement. Such educational service charges shall be invoiced separately and shall be paid by the School District as set forth below.

- (C) **Educational Services (Act 316).** Pursuant to Act 316 of 1982 and subject to the terms, conditions, and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside a per diem fee of two hundred ninety-seven and 50/100 dollars (\$297.50) for each student placed in a school program of Lakeside, i.e. Lakeside School, Lakeside Girls Academy, Souderton Vantage Academy and/or Upper Merion Vantage Academy, by court order of a county's Juvenile Court. Such educational service charges shall be invoiced separately and shall be paid by the School District as set forth below.
- (D) **Supplemental Support Services.** Subject to the terms, conditions and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside a per diem fee of sixty and 40/100 dollars (\$60.40) for each student receiving supplemental support services at Lakeside School. Supplemental support services are defined as a student's placement in a learning support or emotional support class as agreed upon by the School District and Lakeside. Such supplemental support service charges shall be invoiced separately and shall be paid by the School District as set forth below.
- (E) **In-School Counseling Services.** Subject to the terms, conditions and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside an annual fee for the services provided by a Lakeside In-School Counselor(s) covered by this Agreement in the amount of zero and 00/100 dollars (\$0.00). Such charges for In-School Counseling Services shall be invoiced separately and shall be paid by the School District as set forth below.
- (F) **Mobile Support Services.** Subject to the terms, conditions and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside a fee for each placement covered by this Agreement in the amount of two thousand, three hundred six and 00/100 dollars (\$2,306.00) for Stage 1 (Daily Services), one thousand, nine hundred seven and 00/100 dollars (\$1,907.00) for Stage 2 (Biweekly Services), one thousand, one hundred twenty and 00/100 dollars (\$1,120.00) for Stage 3 (Weekly Services), six hundred seventy-two and 00/100 dollars (\$672.00) for Stage 4 (Monthly Services) or one hundred twenty-six and 20/100 dollars (\$126.20) for each hour of service provided. Such Mobile Support Service charges shall be invoiced separately and shall be paid by the School District as set forth below.
- (G) **Transportation Services.** The School District shall provide transportation services for students it places in a program of Lakeside. If the School District requests Lakeside to provide transportation services, the rate shall be determined jointly by Lakeside and the School District. Such transportation service charges shall be invoiced separately and shall be paid by the School District as set forth below. Additionally, a fuel surcharge shall be added based on the average cost of fuel per gallon as reported by AAA on the first day of each month. The surcharge shall be two percent (2%) of the total monthly invoice for each zero and 50/100 dollar (\$0.50) per gallon increase in the cost of fuel over four and 00/100 dollars (\$4.00).
- For example:
- At \$4.01 - \$4.50 per gallon, 2% of the total monthly transportation invoice
 - At \$4.51 - \$5.00 per gallon, 4% of the total monthly transportation invoice
 - At \$5.01 - \$5.50 per gallon, 6% of the total monthly transportation invoice
- (H) **Total Cost.** The total cost for services covered by this Agreement, i.e. Educational Services (Slots) – paragraph 2.02 (A), In-School Counseling Services – paragraph 2.02 (E), and Transportation Services, if invoiced annually – paragraph 2.02 (G) shall be zero and 00/100 dollars (\$0.00).
- (I) **Initial Deposit.** Upon execution of this Agreement, the School District shall pay an initial deposit in the amount of zero and 00/100 dollars (\$0.00).

- (J) **Monthly Cost.** Each monthly invoice, September through June of the school year to which this Agreement pertains, shall be in the amount of zero and 00/100 dollars (\$0.00).
 - (K) **Invoices.** All charges for services provided as per this Agreement shall be invoiced monthly. Any payments due under this Agreement shall be due thirty (30) calendar days after receipt by the School District of a properly detailed invoice. Balances unpaid by the School District in excess of thirty (30) calendar days shall be subject to a fee of five percent (5%). Balances unpaid by the School District in excess of sixty (60) calendar days shall be subject to a fee of eight percent (8%). Balances unpaid by the School District in excess of ninety (90) calendar days shall be subject to a fee of ten percent (10%). Unpaid balance fees may be waived by the mutual agreement of Lakeside and the School District. In the event Lakeside undertakes any action to enforce any of its rights under this Agreement, including without limitation any action for payment of any invoice, the School District is responsible to pay Lakeside's attorney's fees and costs related to the enforcement of Lakeside's rights in addition to the underlying obligation of the School District.
- 2.03. **Student Enrollment.** In cooperation with Lakeside, the School District shall establish a student's date of enrollment and date of discharge from a program of Lakeside. Unless agreed upon mutually, a student's date of discharge may not be made retroactive to a student's final date of enrollment as recorded by Lakeside. The School District shall be responsible for all invoiced charges incurred from a student's date of enrollment through and including a student's date of discharge from a program of Lakeside that shall include school days a student is present and school days a student is absent for any reason.
- 2.04. **Cooperation with Lakeside.** The School District shall cooperate with Lakeside and shall collaborate on topics and interventions related to the educational program being provided to each student.
- 2.05. **Non-Solicitation of Lakeside Staff.** The School District shall not solicit nor hire a Lakeside staff member serving the School District as an independent contractor within a period of sixty (60) days from the Lakeside staff member's termination of employment from Lakeside. Lakeside's exclusive remedy for any such breach by the School District shall include the following:
- (A) Lakeside shall have sixty (60) days to recruit, hire and adequately train a replacement.
 - (B) For the aforementioned sixty (60) days, the School District shall be responsible to provide any legally mandated services to students previously provided by the Lakeside staff member.
 - (C) The School District shall continue paying Lakeside for the services of the Lakeside staff member as per the terms of this Agreement.
- The provisions of this paragraph may be abbreviated by Lakeside provided a replacement is procured in less than sixty (60) days or waived by the mutual written agreement of Lakeside and the School District.

3.0 General Terms and Conditions

- 3.01. **Independent Contractor Status of Lakeside.** In fulfilling its obligations under this Agreement, Lakeside shall be an independent contractor for all purposes and not an employee or agent of the School District. Lakeside hereby certifies that it is a private, independent corporation that shall exercise the discretion and judgment of an independent contractor in the performance and exercise of its rights and obligations under this Agreement. Lakeside shall use its own judgment in determining the method, means and manner of performing this Agreement and shall be responsible for the proper performance of this Agreement in accordance with all applicable federal, state and municipal laws, regulations and orders. By this Agreement, Lakeside intends to be an independent contractor in relationship to the School District. Consequently, neither Lakeside nor any employee, volunteer, contractor or agent of Lakeside shall be considered an employee, volunteer, contractor or agent of the School District at any time, under any circumstances, for any purpose. Neither the School District nor Lakeside is the agent

of the other, nor shall have the right to bind the other by contract, or otherwise, except as specifically set forth in this Agreement.

- 3.02. **Non-sectarian Use of Funds.** Lakeside warrants that the monies received under this Agreement shall not be used for, or to advance, sectarian purposes.
- 3.03. **Indemnity.** Lakeside shall indemnify, hold harmless and defend the School District, its board members, officials, employees, volunteers, agents and attorneys from any and all claims, complaints, demands, costs, suits, actions, penalties, withheld subsidy, and costs (including, by way of example and not limitation, attorney's fees and litigation costs and expenses) with respect to or arising out of Lakeside's operations, any activity under the control or sponsorship of Lakeside and/or any action or inaction by Lakeside, its officials, employees, agents, contractors or volunteers in connection with any of its obligations under this Agreement or any of the students or relatives of students being served by Lakeside and/or arising out of the School District's enforcement of any term and condition of this Agreement, including costs and attorney's fees incurred by the School District in enforcing this indemnity, hold harmless and defense provision. It is intended that this indemnity, defense and hold harmless provision to be given its broadest possible meaning and that the School District's board members, officials, employees, volunteers, agents, insurers and employees are expressly considered to be third party beneficiaries with respect to this provision. Lakeside shall be granted a credit for any amounts paid to or on behalf of the School District, its board members, officials, employees, volunteers, agents or attorneys by any insurer of Lakeside. In the event the School District or any person required to be indemnified by Lakeside in accordance with this Agreement receives any notice of any claim for which indemnification by Lakeside is or might be sought, the School District and/or person shall immediately provide said notice to Lakeside and provide periodic updates of the nature and status of the claim upon written request from Lakeside. Lakeside has the right to select counsel, who must be competent in the scope and nature of legal representation for the case/claim specific issues, for the party seeking indemnification and Lakeside has the right to decide upon payment terms for said legal counsel before legal counsel is hired by any party who is or might seek indemnification hereunder, in order for this indemnification provision to be enforceable. Lakeside must consent to any litigation decision concerning the resolution of any claim for which indemnification from Lakeside is or may be sought in order for this indemnification clause to be enforceable. Additionally, any insurance coverage available to the School District or any person that provides coverage of attorney's fees, case costs and/or coverage for any claim or judgment must be exhausted before Lakeside has any obligation to indemnify any School District or person hereunder.
- 3.04. **Term.** This Agreement shall continue in full force and effect for a term commencing July 1, 2023 and ending June 30, 2024.
- 3.05. **Termination.** This Agreement may be terminated as follows:
- (A) At any time by mutual agreement of the School District and Lakeside;
 - (B) By the School District or Lakeside if the other party breaches this Agreement or otherwise fails to perform the contractual obligations; or
 - (C) By the School District in the event:
 - (1) Lakeside ceases to do business; or
 - (2) Lakeside seeks protection of any nature from creditors.
- 3.06. **Rates & Services.** Lakeside reserves the right to adjust rates for additional services rendered to students covered by this Agreement, or for additional educational slots purchased in excess of those provided for in this Agreement. Lakeside, shall, at the beginning of each subsequent contract year, and subject to the approval of the School District, have the right to adjust the cost of education slots and offer such slots for contract without regard to the prior year's contract terms.

- 3.07. **Remedies, Waiver of Rights.** All remedies of the parties hereto shall be cumulative. No party hereto shall be deemed to have waived any of its rights, powers, or remedies hereunder unless such waiver is in writing and signed by the parties hereto.
- 3.08. **Severability.** All agreements and covenants herein contained are severable. In the event that any provision of this Agreement should be held to be unenforceable, the validity and enforceability of the remaining provisions hereof shall not be affected thereby. Any court (or arbitrator) construing this Agreement is expressly granted the authority to revise any invalid or unenforceable provision hereof in order to render same enforceable.
- 3.09. **Integration.** This Agreement constitutes the entire agreement of the Parties and supersedes any negotiations or prior agreement or understanding of the Parties with respect to the term of this Agreement. This Agreement may not be modified or amended by any oral statement or alleged course of conduct, but only by a written agreement signed by all parties. There are no representations, promises, agreements, warranties, covenants or undertakings of the Parties other than those contained herein or in the Exhibits expressly referenced herein.
- 3.10. **Force Majeure.** The Parties shall not be liable for any failure to perform under this Agreement if such failure is due to causes beyond their reasonable control, including, but not limited to, acts of God or the public enemy, fire, floods, labor disputes, or the judgment or order of any court or governmental agency.
- 3.11. **Headings.** The headings of any Article or Section hereof are for reference purposes only and shall not in any way affect the meaning or interpretation thereof.
- 3.12. **Context.** Reference in this Agreement to the singular shall be meant to include reference to the plural and vice versa. Reference in this Agreement to the masculine gender shall be meant to include the female and neuter and vice versa.
- 3.13. **Duplicates.** In the event that two or more copies of this Agreement are executed by all of the parties hereto, each copy shall be deemed an original, but all shall collectively constitute the same instrument.
- 3.14. **Counterparts.** In the event that two or more counterparts of this Agreement are executed, all such counterparts shall collectively constitute the same instrument.
- 3.15. **Notices.** All notices, requests and approvals required by this Agreement shall be:
(A) Given in writing;
(B) Addressed to the parties as indicated in this Agreement unless either party notifies the other of a change in address; and
(C) Deemed to have been given upon delivery thereof.
Any notice sent by mail shall be sent postage prepaid and by registered or certified mail, with return receipt requested.
- 3.16. **Benefit.** Except as herein otherwise provided, this Agreement shall inure to the benefit of and shall be binding upon all parties as specifically and expressly identified herein and their respective personal representatives, heirs, successors and assigns. No other person, party, or organization shall be intended to be a third-party beneficiary of this Agreement.
- 3.17. **Waiver.** One or more waivers or any representation, covenant, term or condition contained herein shall not be construed as a waiver of a subsequent breach of the same representation, covenant, term or condition. The consent or approval by any party to or of any act by any other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent or approval of any subsequent similar act.

- 3.18. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to conflict of law rules.
- 3.19. **Act 48.** The provisions of this contract are intended to conform to the requirement of Act 48 of 1999.
- 3.20. **Survival.** All indemnity, hold harmless and defense the provisions of this Agreement shall survive termination of this Agreement. All rights of Lakeside within this Agreement shall survive the termination of this Agreement.

The remainder of this page is intentionally blank.

IN WITNESS THEREOF, the parties hereto, with the intention of being legally bound hereby, have caused this Agreement to be signed and sealed the day and year set forth below.

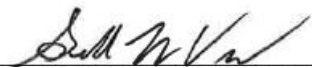
SCHOOL DISTRICT

By: _____


Date

By: _____

LAKESIDE YOUTH SERVICE d/b/a
LAKESIDE EDUCATIONAL NETWORK

By: 
Gerald W. Vassar, President/CEO

March 27, 2023
Date

By: 
Shelley L. Chapman, CFO/VP of Administration



Agreement Summary

School District Saucon Valley School Year 2023-2024

Term July 1, 2023 - June 30, 2024

Slots Reserved

General Education	<u>0</u>
Special Education	<u>0</u>

Slot Cost

General Education	<u>\$35,355.00</u>	Special Education	<u>\$40,725.00</u>
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Total Slots 0

Total Cost for Slots \$0.00

Per Diem Placement Cost

General Education	<u>\$310.00</u>	Supplemental Support (LS)	<u>\$60.40</u>
Special Education	<u>\$360.75</u>	Elementary Program (SVA)	<u>\$415.00</u>

LS = Lakeside School, SVA = Souderton Vantage Academy

Transportation Cost School District provides - otherwise the rate is TBD.

Mobile Support Program

Hourly Cost	<u>\$126.20</u>
Monthly Cost	<u>\$2,306.00</u>

In-School Counselors	<u>0.0</u>	<u>\$0.00</u>
	# of Counselors	Cost

Total Cost for Contracted Services \$0.00

Amount Due with Signed Agreement	<u>\$0.00</u>	Monthly Cost	<u>\$0.00</u>
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Lakeside's Agreement provides the school district with the opportunity to utilize any of Lakeside's programs and services on a fee for service basis at the aforementioned costs over and above any contracted services.



April 18, 2023

Jillian Brodhead
Director of Special Education and Student Services
Saucon Valley School District
2097 Polk Valley Road
Hellertown, PA 18055

Dear Jillian,

As per your email to Harry Keyser, I am confirming that Saucon Valley School District wishes to guarantee 2 special education slots for the 2023-2024 school year. By guaranteeing slots you are agreeing to pay for the slot for the entire school year.

For the 2023-2024 school year, the discounted rate of 10% for students requiring special education services will be \$200.50 per diem. Any special education students billed above the guaranteed enrollment will be billed at \$222.78 per diem.

Please sign this letter confirming that you are in agreement with the number of slots and guarantee payment as detailed above and return it to me by email at lynnemann@csfbuxmont.org or mail to 531 Main Street, Bethlehem, PA 18018. We appreciate your confidence in our program and look forward to continuing to serve students and families from your district. If you have any questions, please call me at 215-262-7956.

Sincerely,

Lynne Mann
Assistant Director for Administration

Signature and Title

Date