

Saucon Valley School District

Regular Meeting of the Board of Education

July 11, 2023 – 7 pm

High School Audion

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Welcome to the meeting of the Saucon Valley School Board. Our objective is to serve the students, parents, and residents of our community. 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.

Notice to Public - *This is to notify all in attendance at the Saucon Valley School Board meeting that the district is video and audio-taping the meeting and the meeting will be posted for public viewing according to district policy.*

Agenda

6:00 pm – Legal Agreement

- I. **Call to the Order** – Susan Baxter, *President, presiding*
- II. **Pledge of Allegiance**
- III. **Recording of Attendance** – *Judith Riegel, Secretary*
- IV. **Motion to Approve Agenda**
- V. **Announcement of Executive Session** – Legal Agreement
- VI. **Approval of Minutes** – June 27, 2023
- VII. **Recognition** – None
- VIII. **Presentation** – NCC – High School and Beyond - Lauren Loeffler
- IX. **Superintendent’s Report** – *Jaime Vlasaty, Superintendent*
- X. **Courtesy of the Floor to Visitors – Agenda Items Only** – *Visitors should state their name and address.*
- XI. **Presentation of Bills** – *David Bonenberger*
 - A. General Expenditures – \$401,504.52
 - B. Cafeteria Expenditures – \$575,000
 - C. Health Benefits – None

D. Capital Projects – None

Recommendations for Approval

Presentation of Bills

- 1. Approve the above presentation of bills.

Recommendation: To approve all motions and recommendations as listed above in Presentation of Bills.

XII. **Treasurer’s Report – Cedric Dettmar/David Bonenberger**

Recommendations for Approval

None

Recommendation: No recommendations.

XIII. **AGENDA ITEMS**

A. **Education**

Items/Projects for Discussion

- A. None

Recommendation: No recommendations in Education.

B. **Personnel**

Items/Projects for Discussion

- A. None

Recommendations for Approval

Retirement

- 1. Approve the retirement of Susan DeSmet, elementary school nurse effective January 16, 2024.

Professional Appointment

- 2. Approve Teresita Perlaza as an Elementary Teacher for the start of the 2023-24 school year at B+15, Step 6 \$66,544. Pending completion of employment paperwork.

Part-Time Instructional Paraprofessional

- 3. Approve Dina Innocenti, as a part-time instructional paraprofessional, at an hourly rate of \$20.46, 28 hours/week, benefits per the current Education Support Staff Agreement, effective the beginning of the 2023-2024 school year.

Jazz Band

- 4. Approve Brian Campbell for the 2022-2023 Jazz Band director at a stipend of \$1,496.00.

Home/School Visitor

- 5. Approve Glenn Brown as the Home/School Visitor for the 2023-2024 school year.

Recommendation: To approve all motions and recommendations as listed above in Personnel.

C. Facilities

Items/Projects for Discussion

- A. None

Recommendations for Approval

None

Recommendation: No recommendations

D. Finance

Items/Projects for Discussion

- A. None

Recommendations for Approval

ABA Support Services Contract

- 1. Approve the ABA Support Services Contract for independent services for the 2023-24 school year.

PowerSchool Unified Classroom

- 2. Approve the contract with PowerSchool for Unified Classroom Curriculum and Instruction Subscription for the 2023-2024 school year at a cost of \$14,765.00 which is coming out of Title II Grant.

Hire to Inspire

- 3. Approve the contract with Hire to Inspire for Consultant services for the 2023-2024 school year.

The Donovan Group, LLC

- 4. Approve the contract with The Donovan Group, LLC for school communication services for the 2023-2024 school year at a cost of \$3,750 per month.

Team Snap*

- 5. Approve the attached agreement with TeamSnap in the amount of \$1631.15 for the 2023-2024 school year.

St. Luke's Health Network Agreements

- 6. Approve the agreement with St. Luke's Health Network upon review and approval of the solicitor.

Recommendation: To approve all motions and recommendations as listed above in Finance

E. Community Updates

- **Hellertown/Lower Saucon Chamber of Commerce** – *John Conte*
- **Saucon Valley Foundation for Educational Innovation** – *Tracy Magnotta*

F. Northampton Community College – *Susan Baxter*
(Meetings are on the first Thursday of every month)

G. Bethlehem Area Vo-Tech School – *Cedric Dettmar and Bryan Eichfeld*
(Meetings are on the first Tuesday of every month)

H. Colonial Intermediate Unit – *Dr. Shamim Pakzad*
(Meetings are on the fourth Wednesday of every month)

I. New Business –

J. Old Business –

K. Citizens' Inquiries and Comments – *Visitors should state their name and address.*

L. Announcements

Future Meetings ~ July 25, 2023
August 8, 2023

M. Motion to Adjourn Meeting

The Saucon Valley School District does not discriminate on the basis of race, color, national origin, age, sex, or handicap.

The Business Meeting of the Board of Directors of the Saucon Valley School District was held on Tuesday, June 27, 2023, in the High School Audion. Present were Directors Susan Baxter, John Conte, Cedric Dettmar, Bryan Eichfeld, Laurel Erickson-Parsons, Michael Karabin, Tracy Magnotta - online, Dr. Shamim Pakzad – online, and Shawn Welch. Also present were Judith Riegel, Board Secretary, Mark Fitzgerald, District Solicitor, and Jaime Vlasaty, Superintendent.

- I. **Call to the Order** – 7:08 pm - Susan Baxter, *President, presiding*
- II. **Pledge of Allegiance**
- III. **Recording of Attendance** – *Judith Riegel, Secretary*
9-Present, 0-absent
- IV. **Motion to Approve Agenda** – Director Erickson-Parsons, seconded by Director Welch moved to approve the Agenda. Vote: 9-yes, 0-no
- V. **Announcement of Executive Session** – Support Contract, Safety Report, and Personnel
- VI. **Approval of Minutes** – Director Dettmar, seconded by Director Welch moved to approve the minutes of June 13, 2023. Vote: 9-yes, 0-no
- VII. **Recognition** – None
- VIII. **Presentation** – None
- IX. **Superintendent’s Report** – *Jaime Vlasaty, Superintendent*
- X. **Courtesy of the Floor to Visitors – Agenda Items Only** – None
- XI. **Presentation of Bills** – *David Bonenberger*
 - A. General Expenditures – \$547,239.12
 - B. Cafeteria Expenditures – \$4,987.06
 - C. Health Benefits – \$ 402,460.68
 - D. Capital Projects – None
 1. Approve the above presentation of bills.

Director Dettmar, seconded by Director Welch, moved to approve the Presentation of the Bills.
Vote: 9-yes, 0-no
- XII. **Treasurer’s Report** – *Cedric Dettmar/David Bonenberger*
 - A. Cash Investment and Bond Activity
 - B. Condensed Board Summary Report
 - C. Capital Project Finance Report
 - D. Budget Transfers - None
 - E. Middle School Activity Report - None
 - F. High School Activity Report – April 30, 2023
 1. Approve the above Treasurer’s Report

Director Dettmar, seconded by Director Welch moved to approve the Treasurer’s Report.
Vote: 9-yes, 0-no

XIII. AGENDA ITEMS**A. Education**

1. Approve the second and final reading of Policy:
121AR – Field Trips

Director Erickson-Parsons, seconded by Director Dettmar moved to approve Education Item #1.
Vote: 9-yes, 0-no

2. Approve the attached list of Surplus/Obsolete items.

Director Conte, seconded by Director Erickson-Parsons moved to approve Education Item #2.
Vote: 9-yes, 0-no

B. Personnel

1. Approve the resignation of Walter Pawlowski, high school principal, effective July 7, 2023.

Director Dettmar, seconded by Director Erickson-Parsons moved to approve Personnel Item #1.
Vote: 9-yes, 0-no

2. Approve Theresa Casimire as the high school principal effective July 1, 2023, with a salary of \$115,000.

Director Welch, seconded by Director Eichfeld moved to approve Personnel Item #2.
Vote: 9-yes, 0-no

3. Approve Robert Frey as Director of Student and Community Relations, Effective July 1, 2023, with a salary of \$95,000.

Director Erickson-Parsons, seconded by Director Dettmar moved to approve Personnel Item #3.
Vote: 9-yes, 0-no

4. Approve a stipend for Pamela Dobson of \$10,000 for Curriculum Innovation and Advancement for the 2023 – 2024 school year.

Director Erickson-Parsons, seconded by Director Dettmar moved to approve Personnel Item #4.
Vote: 9-yes, 0-no

5. Approve the retirement of Matthew Evancho, high school teacher effective June 30, 2023.

Director Karabin, seconded by Director Welch moved to approve Personnel Item #5.
Vote: 9-yes, 0-no

6. Approve the retirement of David Rasich, food service, effective June 30, 2023.

Director Conte, seconded by Director Welch moved to approve Personnel Item #6.
Vote: 9-yes, 0-no

C. Facilities

No Recommendations for Approval

D. Finance**A. Finance Committee Meeting Summary – 6/21/2023**

1. Approve a new collective bargaining agreement with the Saucon Valley Education Support Professionals, effective July 1, 2022 through June 30, 2027.

Director Dettmar, seconded by Director Welch moved to approve Finance Item #1.

Vote: 9-yes, 0-no

2. Approve the 2023-2024 final budget, consistent with school code, in the amount of \$51,870,819.00 for the operation of school and \$7,418,626 for capital improvements, for a total of \$59,289,445. There will be a 0 tax increase. Millage will remain at 54.6589.

Director Dettmar, seconded by Director Welch moved to approve Finance Item #1.

Vote: 9-yes, 0-no

3. Approve the attached Senior Citizens Property Tax Rebate Resolution of 2023.
4. Approve the attached 2023-2024 Homestead and Farmstead Exclusion Resolution based on the school district real estate tax rate of 54.6589 with an exclusion for each approved homestead and farmstead in the amount of \$255.48
5. Approve the following categories regarding the Commitment of Fund Balance for the fiscal year ending June 30, 2023, as required per GASB54. The categories are GASB 45 Post-Retirement Costs; Reserve for Health Benefits; Capital Improvements/Replacement; and Post-Retirement Benefits other than healthcare.
6. Approve the attached 2023-2024 District Contracts with: Otis, Degler Whiting, Ehrlich, Mountain Environmental, Integritec, Tomlinson Bomberger, Johnson Control, Trane, Emergency Systems Inc, Spangler Boyer, Chrin Hauling, Tyler Technologies, Tu Way, Stem Lawncare, BJ Terroni, Burkholder's HVAC, ET&T, ProShred, Kiriposki, Inc, Tristate, Dude Solutions, Cintas, Safety-Kleen, ProAC Corp.
7. Approve the alternate method of billing for the Northampton Community College for the fiscal year July 1, 2023 to June 30, 2024.
8. Approve the attached agreement with Professional Software for Nurses, Inc.

Director Karabin, seconded by Director Welch moved to approve Finance Items #3-8.

Vote: 9-yes, 0-no

9. Approve the attached contract with Melmark for Student #12794 at a cost of \$714/day for education services and \$946/day for residential services for the school year 2023-2024 including ESY 2023.

Director Dettmar, seconded by Director Erickson-Parsons moved to approve Finance Item #9.
Vote: 9-yes, 0-no

- 10. Approve the attached pricing amendment from EverDriven Technologies for the 2023-2024 school year.

Director Karabin, seconded by Director Eichfeld moved to approve Finance Item #10.
Vote: 9-yes, 0-no

- 11. Motion to accept the offer of St. Luke’s Health Network to act as the District’s Sports Medicine Services Provider for a time period beginning July 1, 2023, through June 30, 2033. Acceptance of this offer is contingent upon the District and St. Luke’s Health Network entering into a mutually agreed upon contract that shall be subsequently approved by the Board of School Directors at a later meeting.

Director Conte, seconded by Director Dettmar moved to approve Finance Item #11.
Vote: 9-yes, 0-no, 1-abstention (Erickson-Parsons)

E. Community Updates

- **Hellertown/Lower Saucon Chamber of Commerce** – *John Conte*
- **Saucon Valley Foundation for Educational Innovation** – *Tracy Magnotta*

F. Northampton Community College – *Susan Baxter*

G. Bethlehem Area Vo-Tech School – *Cedric Dettmar and Bryan Eichfeld*

H. Colonial Intermediate Unit – *Dr. Shamim Pakzad*

I. New Business – None

J. Old Business – None

K. Citizens’ Inquiries and Comments – None

L. Announcements: Future Meetings ~ July 11, 2023 and July 25, 2023

M. Motion to Adjourn Meeting

Director Welch, seconded by Director Conte moved to adjourn the meeting.

Vote: 9-yes, 0-no

8:16 PM

ATTEST _____

Secretary

President

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: PG - PLGIT GENERAL **Payment Dates:** 06/28/2023 - 06/30/2023

Payment Numbers: 0000063494 - 0000063541

Payment Categories: Regular Checks

Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000063494	06/28/2023	KEYSTONE COLLECTIONS GROUP	DED: GARN - Full Payroll Pay Date: 6/29/2023		288.18
0000063495	06/29/2023	THE COLLEGE BOARD	MISCELLANEOUS		60.00
0000063496	06/29/2023	PP & L ELECTRIC UTILITIES	ELECTRIC - PLANT OPERATIONS		427.79
0000063497	06/29/2023	UGI UTILITIES INC.	NATURAL GAS - PLANT OPERATIONS		82.42
0000063498	06/29/2023	AERC RECYCLING SOLUTIONS	REPAIRS & MAINTENANCE		346.67
0000063499	06/29/2023	SUN LIFE ASSURANCE COMPANY OF CANADA	ASSURANT VOL LIFE INS W/H		1,080.02
0000063500	06/29/2023	CAMPBELL, RAPPOLD & YURASITS LLP	AUDITING SERVICES		10,300.00
0000063501	06/29/2023	WORLD FUEL SERVICES INC	DIESEL FUEL - TRANSPORTATION		19,249.34
0000063502	06/29/2023	EVERDRIVEN TECHNOLOGIES LLC	Transportation Cont Carriers		1,175.00
0000063503	06/29/2023	EASTERSEALS EASTERN PENNSYLVANIA	LEARN SUPPT - PROF SVC - MS - COMP ED		1,115.00
0000063504	06/29/2023	KellyAnn Spradlin	LEARN SUPPT - PROF SVC - MS - COMP ED		250.00
0000063509	06/30/2023	AMAZON CAPITAL SERVICES	flooring	SUPPLIES - PLANT OPERATIONS	664.31
0000063510	06/30/2023	AMERICHEM	SUPPLIES - PLANT OPERATIONS		3,369.02
0000063511	06/30/2023	APPLE INC.	Nurse Equipment	Macbook Air Repair	3,663.95
0000063512	06/30/2023	APR SUPPLY CO	SUPPLIES - PLANT OPERATIONS		309.10
0000063513	06/30/2023	BEHAVIORIAL HEALTH ASSOCIATES	SUMMER SCHL - PROF ED SRV OTHER ED - HS		847.00
0000063514	06/30/2023	CINTAS CORPORATION-#101	UNIFORMS		52.44
0000063515	06/30/2023	CINTAS FIRE	REPAIRS & MAINTENANCE		5,624.36
0000063516	06/30/2023	CIRCLE OF SEASONS CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	SPEC ED TUITION CHARTER SCHOOL	7,365.24
0000063517	06/30/2023	DEER COUNTRY FARM & LAWN INC.	REPAIRS & MAINTENANCE		5,072.35

* - Non-Negotiable Disbursement + - Procurement Card Non-Negotiable # - Payable within Payment P - Prenote D - Direct Deposit C - Credit Card

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: PG - PLGIT GENERAL **Payment Dates:** 06/28/2023 - 06/30/2023

Payment Numbers: 0000063494 - 0000063541

Payment Categories: Regular Checks

Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000063518	06/30/2023	GRAINGER	SUPPLIES - PLANT OPERATIONS		434.31
0000063519	06/30/2023	HIRSCHBERG MECHANICAL SERVICES	Sanitary Sewer Line Replacement		119,880.00
0000063520	06/30/2023	INTEGRITEC INC.	Boiler Room Chemical Treatment		930.00
0000063521	06/30/2023	J.C. EHRLICH	REPAIRS & MAINTENANCE		528.56
0000063522	06/30/2023	LEHIGH VALLEY ACADEMY REGIONAL CHARTER SCHOOL	SPEC ED TUITION CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	68,017.38
0000063523	06/30/2023	LEXIA LEARNING SYSTEMS LLC	LETRS training		6,699.00
0000063524	06/30/2023	LOWE AND MOYER GARAGE INC.	SUPPLIES - TRANSPORTATION		599.74
0000063525	06/30/2023	MAIN LINE COMMERCIAL POOLS INC	Supplies		4,049.13
0000063526	06/30/2023	MELMARK	LEARN SUPPT - PROF SVC - MS - COMP ED		34,680.00
0000063527	06/30/2023	MICROBAC LABORATORIES INC.	REPAIRS & MAINTENANCE		149.98
0000063528	06/30/2023	MUSIC & ARTS	School owned instrument repair		642.15
0000063529	06/30/2023	NORTH EAST PARTS GROUP LLC.	SUPPLIES - TRANSPORTATION		2,518.16
0000063530	06/30/2023	NORTHEAST JANITORIAL SUPPLY	SUPPLIES - PLANT OPERATIONS		587.68
0000063531	06/30/2023	PENNSYLVANIA DISTANCE LEARNING CHARTER SCHOOL	SPEC ED TUITION CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	5,152.49
0000063532	06/30/2023	PENNSYLVANIA VIRTUAL CHARTER	TUITION - CHARTER SCHOOLS	SPEC ED TUITION CHARTER SCHOOL	8,724.31
0000063533	06/30/2023	Randi McCullough	SPECIAL ED TRAVEL		102.84
0000063534	06/30/2023	ROBERT FREY	TRAVEL-CONFERENCES/SEMINARS		373.43
0000063535	06/30/2023	ROHRER BUS SALES INC.	SUPPLIES - TRANSPORTATION		254.17
0000063536	06/30/2023	SAFETY-KLEEN SYSTEMS INC.	Oil Filter Disposal		237.64
0000063537	06/30/2023	SECURLY INC.	4/13/2023 - E-Hallpass		2,664.50
0000063538	06/30/2023	ST. LUKE'S HOSPITAL	DRIVER PHYSICALS	D&A SCREENING	699.00

* - Non-Negotiable Disbursement + - Procurement Card Non-Negotiable # - Payable within Payment P - Prenote D - Direct Deposit C - Credit Card

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: PG - PLGIT GENERAL **Payment Dates:** 06/28/2023 - 06/30/2023

Payment Numbers: 0000063494 - 0000063541

Payment Categories: Regular Checks

Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000063539	06/30/2023	STOTZ & FATZINGER OFF.SUPPLY	SUPPLIES		40.25
0000063540	06/30/2023	THE SHERWIN WILLIAMS CO.	SUPPLIES - PLANT OPERATIONS		131.19
0000063541	06/30/2023	WARD'S NATURAL SCIENCE	Supplies		266.42
10 - GENERAL FUND					319,704.52
Grand Total All Funds					319,704.52
Grand Total Credit Cards					0.00
Grand Total Direct Deposits					0.00
Grand Total Manual Checks					0.00
Grand Total Other Disbursement Non-negotiables					0.00
Grand Total Procurement Card Other Disbursement Non-negotiables					0.00
Grand Total Regular Checks					319,704.52
Grand Total All Payments					319,704.52

* - Non-Negotiable Disbursement + - Procurement Card Non-Negotiable # - Payable within Payment P - Prenote D - Direct Deposit C - Credit Card

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: PG - PLGIT GENERAL **Payment Dates:** 07/01/2023 - 06/30/2024

Payment Numbers: 0000063494 - 0000063541

Payment Categories: Regular Checks

Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000063505	07/03/2023	AMERIPRISE FINANCIAL SERVICES	OTHER EMPLOYEE BENEFITS		15,200.00
0000063506	07/03/2023	KADES-MARGOLIS CORP.	OTHER EMPLOYEE BENEFITS		16,600.00
0000063507	07/03/2023	LINCOLN INVESTMENT	OTHER EMPLOYEE BENEFITS		40,000.00
0000063508	07/03/2023	MG TRUST COMPANY	OTHER EMPLOYEE BENEFITS		10,000.00
10 - GENERAL FUND					81,800.00
Grand Total All Funds					81,800.00
Grand Total Credit Cards					0.00
Grand Total Direct Deposits					0.00
Grand Total Manual Checks					0.00
Grand Total Other Disbursement Non-negotiables					0.00
Grand Total Procurement Card Other Disbursement Non-negotiables					0.00
Grand Total Regular Checks					81,800.00
Grand Total All Payments					81,800.00

* - Non-Negotiable Disbursement + - Procurement Card Non-Negotiable # - Payable within Payment P - Prenote D - Direct Deposit C - Credit Card

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: CP - CAFE - PLGIT **Payment Dates:** 06/28/2023 - 06/30/2023

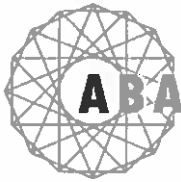
Payment Numbers: 0000003695 - 0000003695

Payment Categories: Regular Checks

Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000003695	06/28/2023	SAUCON VALLEY SCHOOL DISTRICT	DUE TO/FROM GENERAL FUND		575,000.00
				50 - CAFETERIA	575,000.00
				Grand Total All Funds	575,000.00
				Grand Total Credit Cards	0.00
				Grand Total Direct Deposits	0.00
				Grand Total Manual Checks	0.00
				Grand Total Other Disbursement Non-negotiables	0.00
				Grand Total Procurement Card Other Disbursement Non-negotiables	0.00
				Grand Total Regular Checks	575,000.00
				Grand Total All Payments	575,000.00

* - Non-Negotiable Disbursement + - Procurement Card Non-Negotiable # - Payable within Payment P - Prenote D - Direct Deposit C - Credit Card



ABA SUPPORT SERVICES, LLC

HELPING CHILDREN ON THE SPECTRUM BUILD CONNECTIONS

info@abasupportservices.com www.abasupportservices.com

224 Nazareth Pike
Suite 22A
Bethlehem, PA 18020
Phone: (610) 365-8373
Fax: (610) 365-2522

Contract for Independent Services

Contractor: ABA Support Services, LLC
Address: 224 Nazareth Pike, Suite 22A
 Bethlehem, PA 18020
Phone: 610-365-8373
Email: operations@abasupportservices.com

School District: Saucon Valley School District
 2097 Polk Valley Road
 Hellertown, PA 18055

Contact Name: Jillian Brodhead, Director of Special Education
Phone: 610-838-7001 Ext. 1105
Email: jillian.brodhead@svpanthers.org

Contract Period: 2023-2024 School Year

Services: At the request of the district, Registered Behavior Technician (@\$51.50/hour) or equally qualified professional in training to obtain RBT certification (@\$45.32/hour). Board Certified Behavior Analyst (BCBA - @\$113.30/hour). Board Certified Behavior Analyst-Doctorate Level (BCBA-D @\$150.00/hour) to include observation, data collection, Staff training, Meeting with school personnel, and preparation of reports as requested by the school district.

Contractor will provide School District a copy of current clearances (Act 34, Act 151, and Act 114) and Mandated Reporter Certificate of completion for each BCBA performing the above services. Contractor further agrees that it shall immediately notify the School District is it knows or has reason to know that one of its employees, agents, and/or assigns is the subject of a criminal or civil investigation, action, or charges.

Contractor agrees that any information that it gathers regarding any student shall be considered subject to the Family Educational and Privacy Rights Act ("FERPA") as a contractor of the School District and treated as confidential and not be redisclosed unless permitted under FERPA. This provision shall continue in perpetuity even after the expiration of this Agreement.

Additionally, upon request by the School District, the Contractor will provide proof of workers compensation insurance and liability insurance coverage.

Contractor will provide the School District with an invoice by the 10th of each month, dated with itemization of all costs. Failure to provide an invoice by the 10th of the month does not negate the School District's requirement to



ABA SUPPORT SERVICES, LLC

HELPING CHILDREN ON THE SPECTRUM BUILD CONNECTIONS

info@abasupportservices.com www.abasupportservices.com

224 Nazareth Pike
Suite 22A
Bethlehem, PA 18020
Phone: (610) 365-8373
Fax: (610) 365-2522

provide payment upon presentation of an invoice for services rendered. School District shall make payment within forty-five (45) days of receipt of an invoice.

Contractor is responsible for submission of invoices for services provided by the direct services staff and distribution of payment to direct staff.

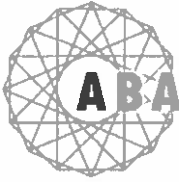
A Parent, Legal Guardian, and/or School Personnel must be present during all service delivery sessions.

All service providers performing services according to this contract are not serving as employees of the School District but as independent contractor(s). Contractor shall hold harmless and indemnify the School District for claims against the School District by any party as a result of these activities of the Contractor's employee rendering these services. Contractor is not entitled to any benefits or protections provided to School District employees. School District shall indemnify and hold the Contractor harmless from any and all claims, causes of action, liabilities, expenses (including court costs, attorneys' fees, paralegal fees, expert witness fees, accounting fees, and other legal expenses) and suits, of whatsoever kind or nature, whether in law or in equity, which may be asserted against or incurred by them, or any of them (regardless of whether litigation is actually commenced), and which may result in whole or in any material part from the acts or omissions of the School District, its agents or employees, except to the extent judicially determined to have resulted primarily from the bad faith, gross negligence or intentional misconduct of Contractor or its employees. No indemnification agreed to between the parties shall expose the School District to greater liability than what it would be exposed to under the Pennsylvania Political Subdivision Tort Claims Act if the District alone were liable.

Nothing in this Agreement shall be construed to create an employee/employer relationship. It is further agreed that because of the independent contracting relationship, the School District does not have any obligation or responsibility for the payment of unemployment compensation or state or federal withholding taxes with respect to the independent contractor, including, but not limited to the taxes levied or contributions required by the Federal Insurance Contributions Act (FICA), the withholding provisions of the Internal Revenue Code, or any state or local ordinance, the Social Security Act, the Federal Unemployment Insurance Act and Worker's Compensation.

The School District agrees that for a period of twenty-four (24) months after the termination of this Agreement, it shall not either directly or indirectly, for the School District or for any third party, solicit, induce, recruit, or cause another person in the employ of Contractor or engaged by Contractor in any capacity to terminate his/her employment or engagement with Contractor. To the extent the School District desires to employ any employee of Contractor directly in violation of this section, it shall pay to Contractor a fee in an amount equal to one times the employee's then yearly rate of pay.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Contractor recognizes and accepts that the Court of Common Pleas for Northampton County, Pennsylvania shall have exclusive jurisdiction and venue for any disputes under this Agreement. The parties agree to a non-jury trial in the event of any such disputes. Additionally, in the event of a breach of this Agreement, the



ABA SUPPORT SERVICES, LLC

HELPING CHILDREN ON THE SPECTRUM BUILD CONNECTIONS

info@abasupportservices.com www.abasupportservices.com

224 Nazareth Pike
Suite 22A
Bethlehem, PA 18020
Phone: (610) 365-8373
Fax: (610) 365-2522

prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred by it as a result of remedying the breach. No waiver by the parties hereto of any default or breach of any term, condition, or

covenant to this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

Contractor and School District agree that they shall not disclose or communicate the terms of this Contract to any third party without the prior written consent of the other party, except where such disclosure of communication is either required by law or necessary to carry out the objectives of the Contract.

If any provision of this Agreement or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provisions or applications of this Agreement that can be given effect without the invalid or unenforceable provisions or applications and shall not invalidate or render unenforceable such provision in any other jurisdiction or under any other circumstance.

I have read and understand the above provisions. I agree to abide by all provisions provided in the services outline. Unless expressly waived or modified in writing, the District reserves all rights conferred upon it by law, whether express or implied. The Parties agree that nothing in this Agreement shall be interpreted to expand or reduce the District's immunity under the Political Subdivision Tort Claims Act, 42 Pa. C.S.A. 8541. Without limiting the foregoing, the District or the Contractor shall have the right to terminate this Agreement at any time for its convenience or for cause by providing at least thirty (30) days written notice to the other party.

5/25/2023

School District Administrator Date

ABA Support Services, LLC/Contractor Signature Date



PowerSchool Group LLC
 150 Parkshore Dr., Folsom, CA 95630
 Quote #: Q-786222 - 1
 Quote Expiration Date: 15-JUN-2023

Sales Quote - This Is Not An Invoice

Prepared By:	Andrew Mills	Customer Contact:	Pam Dobson
Customer Name:	Saucon Valley School District	Title:	Instructional Technology Coordinator
Enrollment:	2,025	Address:	Carbon Lehigh Intermediate Unit 21 4210 Independence Drive
Contract Term:	37 Months	City:	Schnecksville
Start Date:	15-MAY-2023	State/Province:	Pennsylvania
End Date:	30-JUN-2026	Zip Code:	18078
		Country:	United States
		Phone #:	(610) 838-7001

Product Description	Quantity	Unit	Extended Price
Initial Term 15-MAY-2023 - 30-JUN-2024			
License and Subscription Fees			
UC Curriculum and Instruction Subscription	2,025.00	Students	USD 11,425.21
UC Curriculum and Instruction One Time Discount	1.00	Each	USD -1,300.21
License and Subscription Totals:			USD 10,125.00

Professional Services and Setup Fees			
UC Curriculum and Instruction Deployment - Basic	1.00	Each	USD 3,080.00
Professional Services and Setup Fee Totals:			USD 3,080.00

Training Services			
UC Curriculum and Instruction Training Remote	6.00	Hours	USD 1,560.00
Training Services Total:			USD 1,560.00

Subscription Period Total

PowerSchool hereby agrees to allow the Customer to make the following non-standard payments for the current annual term:

Total Discount	USD 5,316.51
Initial Term	15-MAY-2023 - 30-JUN-2024
Amount To Be Invoiced	USD 14,765.00

Due Date	Payment Amount
15-MAY-2023	USD 0.00
1-JUL-2023	USD 14,765.00

Annual Ongoing Fees as of 1-JUL-2024 - Fees subject to an annual uplift, which will be reflected on renewal quote

UC Curriculum and Instruction Subscription	2,025.00	Students	USD 10,125.00
Annual Ongoing Fees Total:			USD 10,125.00

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. Customer understands the above Annual Ongoing Fees for the next subscription period do not include the annual uplift, which will be applied at the time of renewal. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Notwithstanding anything to the contrary in the Main Services Agreement, if Customer pays in advance for any professional services, all professional services must be scheduled and delivered within twelve (12) months of the applicable quote start date, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid amount for professional services that has not been used by Customer toward professional services rendered within such twelve (12) month period will be forfeited. Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: https://www.powerschool.com/MSA_Feb2022/

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC
Signature:

Saucon Valley School District
Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 1-MAY-2023

Date:

*****Sales Quote - This Is Not an Invoice*****

Statement of Work

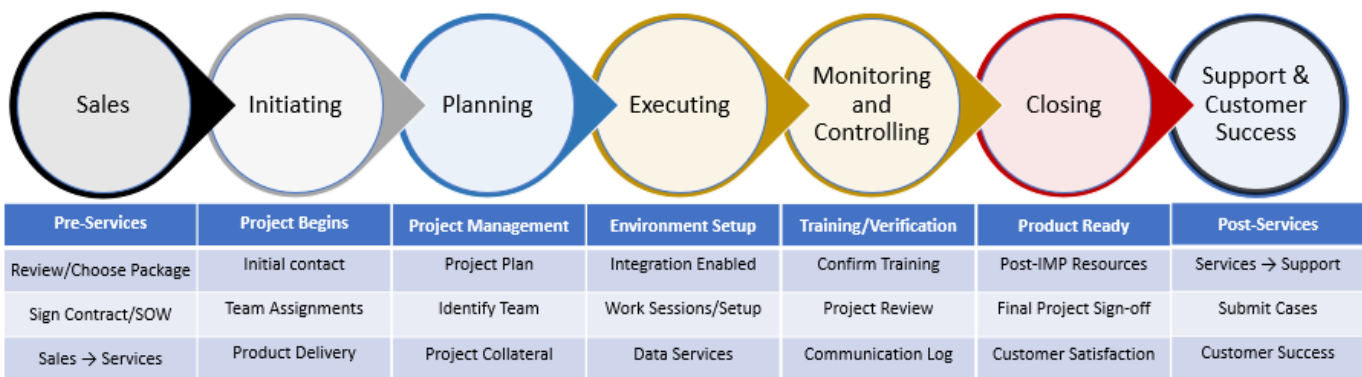
Purpose of Document

The purpose of this Statement of Work (“SOW”) between PowerSchool Group LLC (“PowerSchool”) and Customer (“You”, “Your”) is to outline the process, approach, and completion criteria for each step of the process to implement PowerSchool. This document covers the roles and responsibilities of the PowerSchool Project Manager, Implementation Specialist(s), and Customer in each step of the PowerSchool implementation process, serving as an outline of services PowerSchool is expected to deliver. This SOW calls out specific functional areas of PowerSchool that are covered for implementation services and level of coverage.

Successful implementation of new software requires proven project management and methodology. The timeline will be mutually adapted within a project management tool between PowerSchool and the Customer. PowerSchool provides a comprehensive package of services designed to ensure Your PowerSchool deployment project meets Your unique needs and expectations. Additional training, consulting and customization services can be purchased to help augment additional needs You may have with Your PowerSchool deployment. The delivery of Professional Services contained in this document will be provided remotely. If travel is required, all travel related expenses will be invoiced as incurred.

We will partner with You and be Your liaison to PowerSchool during the implementation. You will have a project team to help you, as a Customer, connect to other PowerSchool services and support, while also providing project planning, communication, project execution, and product specialist consulting. For a successful PowerSchool implementation, it is important that You understand the responsibilities, carve out the time required and keep on pace with the timeline. This will involve gathering information, helping Your team come to agreement on configuration and data standardization, your own product training and monitoring other staff assigned training for completion, adjusting desk level procedures, and planning for go live among several other tasks. The overall steps included in a project are outlined below.

This Statement of Work is subject to the terms and conditions of the current master agreement between the parties and any associated policies, pursuant to which PowerSchool has licensed the PowerSchool application to the Customer.



Released January 2021

Document Owner: PowerSchool Group LLC, Product Deployment Solutions

This edition applies to the current PowerSchool software and to all subsequent releases and modifications until otherwise indicated in new editions or updates. The data and names used to illustrate the reports and screen images may include names of individuals, companies, brands, and products. All of the data and names are fictitious; any similarities to actual names are entirely coincidental.

General Assumptions

1. Implementation services will be delivered remotely unless onsite services are purchased separately.
2. Client is to provide a data extract to PowerSchool in accordance with Tiered Service package selected (if needed).
3. Implementation timeline is stated within the Planning Phase, extending the timeline may require the customer to purchase additional services.
4. Implementation services are completed when delivered and the deliverable acceptance procedure is complete.
5. Additional services are available and can be purchased for items out of the scope of implementation (see Project Change Control and Escalation Change Procedure section of this document).
6. Customer will adhere to the active PowerSchool Cancellation Policy. “Services Cancellation: Licensee shall pay a cancellation charge equal to fifty percent (50%) of the services fee and any non-refundable expenses incurred by PowerSchool if Licensee cancels any scheduled professional services less than fourteen (14) days before the occurrence of any service dates that PowerSchool has scheduled at Licensee’s request.”
7. Customer must identify a designated Customer project lead before the project kick-off meeting. The Customer project lead will be responsible for delivering all sections of the “Customer Responsibilities” included in the SOW in a complete manner within the project timeline.
8. The designated Customer project lead should be an employee of the organization implementing PowerSchool. Customers that hire third-party organizations to act on the behalf of the Customer for implementation may be required to sign a waiver form provided by PowerSchool, indicating that the third-party organization is authorized to act on the Customer’s behalf when interacting with PowerSchool. The Customer will be responsible for maintaining proper communication channels with third party organizations hired by the Customer.
9. All sign offs must be done by an employee and designated signatory of the Customer. Third party entities engaged by the Customer are not acceptable signatories for any project sign offs.
10. The PowerSchool Project Manager and/or Application Specialist will guide Customer to available procedures, guidelines, standards, reference materials and system/application documentation.
11. Implementation Services is assuming the product will be deployed as-is, items outside of Scope of Work must go through the change control procedures (see Project Change Control and Escalation Procedure in this document).

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Deliverables Acceptance Procedure

Deliverables Acceptance

This Statement of Work outlines PowerSchool deliverables for each phase of the implementation project in the PowerSchool Objections and Completion Criteria sections. Each deliverable will be reviewed and accepted in accordance with the following procedure:

- Deliverable will be submitted or delivered to the Customer project lead or designated Customer team member. It is the Customer project lead's responsibility to review and accept deliverable as complete.
- Within six (6) business days of completion of the project the Customer project lead will either accept the final deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response from the Customer project lead is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- The PowerSchool implementation specialist will consider the Customer's objections within the context of PowerSchool's obligations as stated within this Statement of Work. Revisions agreed to by PowerSchool will be applied at which time the deliverables will be reviewed within six (6) business days and the Customer project lead either will accept the deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- Customer objections that are not agreed to by PowerSchool will be managed in accordance with the Project Change Control Procedure described below. If resolution is required to a conflict arising from Customer's objection to a deliverable, the Customer and PowerSchool will follow the Escalation Procedure described below.
- All deliverables required to be delivered hereunder are considered to be owned by PowerSchool with unlimited internal use by the Customer, unless otherwise noted.

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Project Change Control and Escalation Procedure

Project Change Control

The following process will be followed if additional services to this Statement of Work are required or desired.

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, rationale for the change and the effect the change will have on the project.
- The designated Customer project lead will review the proposed change and recommend it for further investigation or reject it. A PCR must be signed by the authorized Customer project lead to authorize quote for additional services. If the Customer accepts additional services and charges, a change to the original purchase order or new purchase order is required. Change to this Statement of Work through additional addendum will authorize additional scope and work.
- A written Change Authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed upon in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

Customer Escalation Procedure

The following procedure will be followed if resolution is required for a conflict arising during the project

- **Level 1:** Customer project lead will notify PowerSchool Project Manager via email with details of escalation.
- **Level 2:** If the PowerSchool Project Manager cannot provide resolution or path to resolution five (5) business days from receipt of level 1 escalation email, the Customer project lead will notify PowerSchool manager via email to – pmleadership@powerschool.com
- **Level 3:** If the concern remains unresolved after Level 2 intervention, resolution will be addressed in accordance with Project Change Control Procedure or termination of this SOW under the terms of the Contract.

During any resolution, PowerSchool agrees to provide services related to items not in dispute, to the extent practicable, pending resolution of the concern. The Customer agrees to pay invoices per the Contract, as rendered.

Unified Classroom Curriculum & Instruction Basic Implementation Statement of Work

Initiating

PowerSchool Responsibilities

- Welcome Email sent
- Identify PowerSchool Project Team
 - Project Manager
 - Application Specialist
 - Strategic Solutions Consultant
- Provision Curriculum & Instruction environment
- Schedule project Kickoff Meeting

Customer Responsibilities

- Identify Customer Project Team:
 - **Primary Contact (Project Owner):** this individual is the primary point of contact between PowerSchool and customer project team for the duration of the project; they will distribute tasks to the customer project team and will partner with PowerSchool to ensure the implementation remains on track and milestones are completed on time
 - **Professional Development Lead:** Coordinates professional development for Curriculum & Instruction users

Completion Criteria

This activity will be considered complete when:

- Project Teams are identified
- Kickoff Meeting is scheduled

Planning

PowerSchool Responsibilities

- Conduct Kickoff Meeting
- Provide the customer with the Deployment Checklist
- Admin Check-In Pre-Training
- Provide Templates for User, Courses, and Unit Templates for internal import process

Customer Responsibilities

- Attend Kickoff Meeting
- Compile data for provided templates for internal import process

Completion Criteria

- Templates are given to the customer
- Deployment Checklist provided

Unified Classroom Curriculum & Instruction Basic Implementation Statement of Work

Executing

During the Executing phase of the implementation project, PowerSchool will partner with the customer to configure and set up the solution, dictated by the package and services purchased:

Curriculum & Instruction Basic Package | 6-Week Implementation

- Provide System Administrator Overview of Admin console
- Provide System Administrator Overview of Planboard and Curriculum consoles
- Provide guidance on adding Users, Courses (Lesson Planner), and Buildings, and Templates (Curriculum) through User Interface
- Provide guidance on adding Users, Courses, and Templates through internal import processes, if applicable
- Discuss Lesson Planner integration between Schoology Learning, or Google Classroom, if applicable.
- System Administrator Overview (Templates, User Managements, Lesson Feedback Tools)

Professional Development

- Training is an important aspect of your onboarding. Experience has shown us that developing Curriculum & Instruction experts within an organization helps our clients achieve continued success using the products You will work with a member of PowerSchool's Professional Development team to draw from our extensive course catalog to develop an appropriate training plan that best fit your needs.

Monitoring

PowerSchool Responsibilities

- Communicate with customer to schedule Professional Development, and introduction to Professional Development Specialist, as appropriate

Customer Responsibilities

- Schedule Professional Development
- Manage business process change throughout the project

Completion Criteria

This activity will be considered complete when:

- The customer has been enabled to schedule Professional Development

Unified Classroom Curriculum & Instruction Basic Implementation Statement of Work

Closing

PowerSchool Responsibilities

- Review and verify completed project deliverables to finalize completion of project scope
- Introduce customer to Support contact methods
- Transition customer to Support documentation, including methods to contact Support and access to PowerSchool Community resources
- Provide Customer Satisfaction Survey

Customer Responsibilities

- Review and verify completed project deliverables to finalize completion of project
- Review Support contact methods and understand that Support will their primary contact moving forward
- Review Confirmation of Deliverables document and provide approval via email
- Complete Customer Satisfaction Survey

Completion Criteria

This activity will be considered complete when:

- The customer confirms project completion in Confirmation of Deliverables document

Hire2InspireConsulting LLC
19 Hickory Drive
East Stroudsburg, PA 18301

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (the “Agreement”) is between the Saucon Valley School District (hereinafter the “DISTRICT”) and Hire2InspireConsulting LLC, 19 Hickory Drive, East Stroudsburg, PA 18301 (hereinafter the “CONSULTANT”). The District and Consultant are sometimes referred to individually as a “party”, and collectively as the “parties”.

The parties, intending to be legally bound, do hereby agree as follows:

1. Scope of Services.

- a. Consultant will provide the District with educational consulting services (the “Services”) including recommendations for improving programs, processes and procedures, conducting professional development activities as requested and other guidance and support within the consultant’s scope of practice, experience and knowledge.
- b. Only those Services expressly listed in (a.) the above will be performed by Consultant. Upon request of the District, Consultant may, but is not required to, provide the District with a proposal for additional services which will be subject to a separate agreement between the parties.

2. Term.

- a. The term of this Agreement shall commence on July 1, 2023, and continue until June 30, 2024 (hereafter “Term”), unless sooner terminated pursuant to the terms of this Agreement. This Agreement shall become effective when signed by the parties to it.
- b. This Agreement shall terminate immediately upon the expiration of the Term unless the Agreement is sooner modified or terminated in accordance with this Agreement.

3. Payment.

- a. The District will be billed for all time expended by Consultant rendering Services to the District at a rate of one hundred dollars (\$100.00) per hour (the “Consultant Rate”). Any partial hours worked over the scheduled assignment will be rounded up to the next 15-minute increment (.25, .5., .75).
- b. The District will be billed for all time expended by Consultant in providing Services to the District, including travel, which shall be billed at the Consultant Rate.
- c. Consultant shall submit bi-monthly invoices to the Superintendent who will review, approve and forward to the Business Office for verification and payment for

services rendered by Consultant. Payment is due to Consultant at the address provided on the invoice, within thirty (30) days of the date of the invoice. Late payments will be subject to interest imposed at a rate of 1.5% per month.

- d. Consultant acknowledges that it is responsible for paying and shall hold the District harmless against the payment of all taxes, contributions, or premiums which may be payable under any law arising out of performance of the Services to be performed by the Contractor.

4. Independent Contractors.

The relationship of Consultant and the District is that of independent contractors. Personnel of both parties are neither agents nor employees of the other party and are not entitled to any employee benefits of the other party. The District is interested only in the results obtained under this Agreement. The manner and means of conducting the work to be done under this Agreement are under the exclusive control of the Contractor. Contractor agrees, however, to comply with all laws and regulations which apply to the District (or to the services to be performed by Contractor), as well as any internal policies and procedures of the District, enacted to comply with laws and regulations.

5. FERPA.

Contractor agrees that any information that it gathers, and which is subject to the "Family Educational and Privacy Rights Act," shall remain confidential. *See* Act of Aug. 21, 1974, Pub. L. No. 93-380, 88 Stat 484 (codified as amended 20 U.S.C. § 1232g). This provision shall continue in perpetuity after the expiration or termination of this Agreement.

6. Warranties.

- a. The parties hereto acknowledge and agree that Contractor does not guarantee results or effectiveness of any of the Services performed pursuant to this Agreement. Contractor warrants only that the Services to be provided under this Agreement shall be performed in a professional manner conforming to generally accepted industry standards and practices. The District agrees that the District's sole and exclusive obligation with respect to the services covered by this warranty shall be, at Consultant's sole discretion, to correct the nonconformity or to refund the Service Fees paid for the affected Services.
- b. The warranty provided in this Section 5 is provided in lieu of all warranties, express, implied, or statutory, including but not limited to any express or implied warranties of merchantability or fitness for a particular purpose and any other obligation on the part of Contractor.

7. Limitation of Liability.

CONTRACTOR'S LIABILITY ARISING OUT OF OR RELATED TO THE SERVICES, WHETHER IN CONTRACT, TORT, INDEMNITY, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, SHALL IN NO EVENT EXCEED THE SERVICES FEES ACTUALLY PAID BY THE DISTRICT PURSUANT TO THIS AGREEMENT, AND THE DISTRICT WAIVES ANY CLAIM IN EXCESS OF THAT AMOUNT. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES, DIRECTLY OR INDIRECTLY ARISING FROM THE SERVICES PROVIDED UNDER THIS AGREEMENT OR FROM ANY OTHER CAUSE OR BREACH INCLUDING, BUT NOT LIMITED TO BREACH OF WARRANTY OR NEGLIGENCE.

8. Indemnification.

Each party (the "Indemnifying Party") agrees to indemnify, save harmless, and defend, at its own expense, the other, its officers, directors, employees, and agents and their successors and assigns (each an "Indemnified Party") from and against any losses, liabilities, penalties, fines, administrative proceedings, damages, expenses and judgments, including attorney's fees ("Losses") which may be imposed upon or incurred by or asserted against the Indemnified Party arising out of or related to (i) any breach by the Indemnifying Party of any representation, warranty, covenant and/or obligation under this Agreement; (ii) the Indemnifying Party's gross negligence or willful misconduct, or (iii) the Indemnifying Party's failure to comply with all applicable laws.

9. Insurance.

- a. During the Term of this Agreement, Contractor shall maintain, at its own expense, the following policy, or policies of insurance:
 - i. Comprehensive general liability insurance with a per occurrence value of not less than \$1,000,000 and \$2,000,000 in the aggregate;
 - ii. Professional liability insurance in the amount of \$500,000 per occurrence; and
 - iii. Automotive Liability insurance in the amount of \$500,000 per occurrence.
- b. Contractor further agrees that it shall name the District as an additional insured on the insurance policies required above and will provide proof of insurance to the District upon request. All policies providing coverage hereunder shall contain a provision that at least thirty (30) days' prior written notice will be given to the District prior to any cancellations, non-renewal or material change in coverage.

10. Termination.

Either party may terminate this Agreement by providing sixty (60) days prior written notice

to the other party. Upon termination, the District shall immediately pay to Consultant all of the Client's outstanding unpaid invoices and, in respect of Services performed but for which no invoice has yet been submitted, Consultant will submit an invoice, which shall be payable by the District immediately on receipt.

11. Notice.

All notices, requests, demands and other communications hereunder shall be made in writing and shall be deemed to have been given (i) upon delivery if delivered by hand, facsimile and/or electronic mail; (ii) five (5) days after being mailed first class, certified mail, return receipt requested, postage and registry fees prepaid; or (iii) one (1) business day after being delivered to a reputable overnight courier service, prepaid, marked for next day delivery. In each case all such communications shall be sent to the addresses set forth below or such other addresses as may be designated in writing by the respective party:

If to Consultant: **Hire2InspireConsulting LLC**
19 Hickory Drive
East Stroudsburg, PA 18301

Attn: Mary Beth Gustafson, Ed.D.

If to the District: **Saucon Valley School District**
2097 Polk Valley Road
Hellertown, PA 18055

Attn: Mrs. Jaime Vlasaty, Superintendent

12. Entire Agreement.

This Agreement, all attached schedules and all other agreements referred to herein or to be delivered by the parties pursuant hereto, represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and merges all prior discussions between them and supersedes and replaces any and every other agreement or understanding which may have existed between the parties to the extent that any such agreement or understanding relates to providing services to the District. The District hereby acknowledges that it has not relied on any other representation or statement that is not contained in this Agreement. To the extent, if any, that the terms and conditions of the District's orders or other correspondence are inconsistent with this Agreement, the terms of this Agreement shall control.

13. Force Majeure.

Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable

control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

14. Severability.

If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability. All other terms in this Agreement shall remain in full force and effect. To extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

15. No Waiver.

The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

16. Successors and Assigns.

This Agreement will be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

17. No Assignment.

This Agreement may not be assigned without the prior written consent of the other party.

18. Governing Law and Jurisdiction.

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania. The parties agree to submit to the exclusive jurisdiction of the Monroe County Court of Common Pleas for any action in law or equity to interpret, enforce, or defend a breach thereof or action seeking a declaratory judgment or injunction.

19. Headings.

The Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

20. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Hire2InspireConsulting LLC

Saucon Valley School District

By: _____
Dr. Mary Beth Gustafson, Sole Member

Superintendent

Date: _____

Date: _____



Service Agreement 2023-2024

July 6, 2023

Jaime Vlasaty, Superintendent
Saucon Valley School District
2097 Polk Valley Rd.
Hellertown, PA 18055

Dear Mrs. Vlasaty,

The following letter outlines a proposed agreement for school communication consultation and services to be provided to the Saucon Valley School District by the Donovan Group. The purpose of this document is to provide the terms of an agreement.

1. Services: If accepted, the Saucon Valley School District agrees to retain the Donovan Group II LLC (“Donovan Group”), with Liam Goldrick (Partner) as the primary point of contact, to provide the following services:

- a. Content Creation: The Donovan Group’s writers will create unlimited articles, news releases, and letters, along with other written content. The firm will also draft, proof, and edit parent messages, newsletters, and other content.
- b. Graphic Design: The Donovan Group’s graphic and digital designers will create one-pagers, fact sheets, brochures, logos, mailers, display boards, and other marketing collateral for the Saucon Valley School District.
- c. Social Media Content: The Donovan Group will develop social media content and graphics to help the district communicate about a variety of issues and highlight the accomplishments and successes for its schools, students, and staff. This will include the provision of a weekly social media planner.
- d. Communications Strategy and Support: The Donovan Group will support the strategic communication efforts of the district and serve as a resource to district administration, school board directors, school principals, and professional staff. The lead consultant from the Donovan Group will meet with the district superintendent regularly to plan projects, offer guidance, and answer questions.
- e. Communication Audit: The Donovan Group, upon request, will conduct a communication audit for the district. This work may include some or all of the following: a community and staff survey, design of a postcard mailer, completion of a communications inventory, a website audit, stakeholder interviews, focus groups, and an audit report.

- f. Communication Planning: The Donovan Group, upon request, will work with the district to create and implement a communications plan. This work will involve content creation, graphic design, video production, and other deliverables as outlined in the plan.
- g. Video Production: The Donovan Group can assist with the creation of up to three professionally produced videos each month. District staff will be responsible for filming, while the Donovan Group will edit and produce each video.
- h. Surveys: The Donovan Group can provide surveys to establish baseline data, seek residents' input regarding the district's communication practices, improve engagement, and guide planning efforts.
- i. Website Content Updates: The Donovan Group will assist with making content updates to the district's website. This will be done weekly and is limited to five hours of work per week. The firm can also provide guidance with decisions about changing the website vendor or redesigning the district website.
- j. Crisis Communication: As a benefit afforded all Pennsylvania School Boards Association (PSBA) member districts, the Donovan Group will assist the district with urgent or crisis situations as they arise. The firm's team is available 24/7/365 to help the district manage communications around these situations.
- k. Translation: All the content the Donovan Group produces can be translated into various languages. Up to 5,000 words of translated content per month is included with the services provided.

Subject to the following conditions, the Donovan Group agrees to fulfill all its obligations to the satisfaction of the District.

2. Equipment: The Donovan Group will provide its own equipment for the performance of the agreed-upon services.

3. Term: This contract shall commence on July 1, 2023 and conclude on September 30, 2023, unless extended by the Saucon Valley School District.

Under this agreement, the District may choose to extend this contract through June 30, 2024 and may do so by informing the Donovan Group on or before September 29, 2023. In addition, the Saucon Valley School District may terminate this agreement for its convenience upon 30 days written notice to the Donovan Group and upon payment of the Donovan Group's final invoice for services rendered prior to the date of termination.

4. Compensation: The Donovan Group agrees to fulfill all of its obligations under the direction of the Saucon Valley School District superintendent and district staff, including communication-related tasks and projects as assigned.

The cost of this service will be \$3,750 per month for the duration of this agreement.

5. Independent Contractor Status: It is understood that the Donovan Group is an independent contractor and is not an employee, agent, partner, or representative of the Saucon Valley School District. The Donovan Group and its agents will not represent themselves as employees, agents, partners, or representatives of the Saucon Valley School District. The Donovan Group shall be solely responsible for all necessary payroll deductions for its agents and employees, including, but not limited to, federal, state, and local income taxes, social security taxes, unemployment compensation taxes, and workers' compensation coverage.

6. Proof of Insurance: As an independent contractor, the Donovan Group will secure, at its own cost, all necessary insurance.

7. Criminal and Background Clearances: A criminal background clearance, a FBI clearance, and a child abuse history certification for Liam Goldrick, the primary point of contact with the Donovan Group, can be provided to the Saucon Valley School District as required, or upon request.

Once again, I thank you for the opportunity to work with the Saucon Valley School District. Please email this signed agreement to me at liam.goldrick@donovan-group.com and retain a copy for your records.

Sincerely,

Liam Goldrick

Liam S. Goldrick, M.P.P.
Partner
Donovan Group

Accepted and agreed upon:

Jaime Vlasaty
Superintendent
Saucon Valley School District

Date

New Subscription Quote



Quote Number: Q052282
Name: Quote for Saucon Valley School District-Clubs and Leagues
Valid Until: 06/30/2023

TeamSnap, Inc.
 2045 W Grand Ave Ste B, PMB 23554
 Chicago, Illinois 60612

Bill To Saucon Valley School District Robert Frey , Pennsylvania 18055 United States	Sold To Saucon Valley School District Robert Frey , Pennsylvania 18055 United States
Start Date: 04/27/2023 Initial Term: 12 Renewal Term: 12 Auto Renew: Yes	Billing Method: Email Payment Method: Credit Card Payment Term: Due Upon Receipt Currency: USD

CHARGE	QUANTITY	EFFECTIVE PRICE	TOTAL
TeamSnap for Clubs & Leagues - Annual Price	750	1,631.15	1,631.15
SPECIAL TERMS & NOTES		Subtotal:	\$1,631.15
Sales Contact: Kerri Brand kerri.brand@teamsnap.com (412) 569-4304	15% Clubs and Leagues discount	Tax:	\$0.00
		TOTAL:	\$1,631.15

STEP 1: SIGN BELOW FOR APPROVAL

SIGNATURE: _____ DATE: _____

STEP 2: PROVIDE ELECTRONIC PAYMENT METHOD

The following terms and conditions, in addition to those Terms of Service found at <https://www.teamsnap.com/terms>, govern your access to, and use of, the TeamSnap.com website (the "Service") operated by TeamSnap, Inc. ("TeamSnap"). Collectively, the terms and conditions are referred to herein as the "Service Terms"

By clicking on the "I Agree" checkbox or by providing e-signature of received electronic Terms of Service or by accessing, browsing, or otherwise using the site, you agree to be bound by the Service Terms and any of the related policies or guidelines, including any subsequent changes or modifications to them. If you do not agree to the Service Terms or any changes, do not access or otherwise continue to use this site.

Other Applicable Terms

Privacy. Refer to [TeamSnap's Privacy Policy](#) to understand how TeamSnap collects, uses and discloses your personal information. The Service is not directed to, and not intended for the use of, children under the age of 13. If you are under the age of 13, do not register or submit any personal information to the Service.

Conduct Policy. You agree to the terms of [TeamSnap's Conduct Policy](#) related to your use of the Service, including your submission of any data, text, photographs, graphics, messages, ratings, forum postings, comments or other materials (collectively, "User Content"). The Conduct Policy is located at the end of, and is a part of, these Service Terms.

TeamSnap Payments Service: Unless otherwise clearly stated, TeamSnap payment processing services are provided by Stripe and are subject to the Stripe Connected Account Agreement, which includes the Stripe Terms of Service (collectively, the "Stripe Services Agreement"). By agreeing to the Service Terms or continuing to utilize TeamSnap for payment processing services, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of TeamSnap enabling payment processing services through Stripe, you agree to provide TeamSnap accurate and complete information about you and your business, and you authorize TeamSnap to share with Stripe such information and transaction information related to your use of the payment processing services provided by Stripe.

TeamSnap Payments Service Acceptable Use Policy: You are independently responsible for complying with all applicable laws in all of your actions related to your use of TeamSnap's Payment service, regardless of the purpose of the use. In addition, you must adhere to the terms of this Acceptable Use Policy.

Fees and Payment

- (a) **Fees.** You agree to pay all fees specified in your invoiced billing plan hereunder for TeamSnap as set forth in such Invoice. Except as otherwise specified herein or in an Invoice, (i) fees are quoted and payable in United States dollars (ii) fees are based on TeamSnap services purchased and not actual usage, (iii) payment obligations are non-cancelable and fees paid are non-refundable, and (iv) the number of subscriptions purchased cannot be decreased during the relevant subscription term stated on the Invoice. Subscription fees are based on annual periods that begin on the subscription start date and thereafter on each annual anniversary thereof, as set forth in the Invoice; therefore, fees for subscriptions added in the middle of a period will be charged for that full period
- (b) **Invoicing and Payment.** You will provide TeamSnap with valid and updated credit card or bank account information, or make payment via check. If You provide credit card or bank account information to Us, You authorize Us to charge such credit card or bank account for all TeamSnap services listed in the Invoice for the initial subscription term and any renewal subscription term(s) as set forth in Section (c) (Term of Purchased User Subscriptions) below. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Invoice. If the Invoice specifies that payment will be by a method other than a credit card or bank account, We will invoice You in advance and otherwise in accordance with the relevant Invoice. Unless otherwise stated in the Invoice, invoiced charges are due upon receipt. You are responsible for maintaining complete and accurate billing and contact information in TeamSnap.
- (c) **Changes to Fees.** Fees set forth in the Invoice shall remain fixed for the length of the term specified in the order form. Following the expiration of the initial term TeamSnap may modify the fees payable for the Services once per calendar year by an amount not to exceed six percent (6%) per year.
- (d) **Term of Purchased User Subscriptions.** User subscriptions purchased by You commence on the start date specified in the applicable Invoice and continue for the subscription term specified therein. Except as otherwise specified in the applicable Invoice, all User subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter) at the list price in effect at the time of renewal unless You give Us written notice of termination at least thirty (30) days prior to the end of the relevant subscription Term.
- (e) **Suspension of TeamSnap Service and Acceleration.** If any amount owing by You under this or any other agreement for TeamSnap services is 30 or more days overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Your use of the TeamSnap services until such amounts are paid in full.
- (f) **Payment Disputes.** We shall not exercise Our rights under Section (e) above (Suspension of Service and Acceleration) if the applicable charges are under reasonable and good-faith dispute and You are cooperating diligently to resolve the dispute immediately.
- (g) **Taxes.** Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state,

provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

Limited Liability

In no event shall we be liable for any indirect, special, incidental, consequential or punitive damages (including but not limited to loss of use, loss of profits, or loss of data) whether in an action in contract, tort (including but not limited to negligence), equity or otherwise, arising out of or in any way connected with: (A) the use of or inability to use this site or the materials therein including as a result of any (I) Termination or suspension of this agreement of your use of or access to the service offerings, (II) Our discontinuation of any or all of the service offerings, or, (III) Any unanticipated or unscheduled downtime of all or a portion of the services for any reason, including as a result of power outages, system failures, or other interruptions (B) The cost of procurement of substitute goods or services; (C) Any investments, expenditures, or commitments by you in connection with this agreement or your use of or access to the service offerings; or (D) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any of your content or other data. In any case, our and our affiliates' aggregate liability under this agreement will be limited to the amount you actually pay us under this agreement for the service that gave rise to the claim during the 12-months preceding the claim.

SCHOOL AND COMMUNITY HEALTH NEEDS AGREEMENT

This School and Community Health Needs Agreement (the “Agreement”) is entered into as of ____, 2023, by and among Saucon Valley School District (“District”), and Saint Luke’s Hospital of Bethlehem, Pennsylvania d/b/a St. Luke’s University Hospital, a Pennsylvania hospital nonprofit corporation (“St. Luke’s”).

Background

A. As part of its mission to improve community health and satisfy the goals established through St. Luke’s Bethlehem Campus 2022 Community Health Needs Assessment Report (“CHNA”), St. Luke’s has conducted a thorough review of Community and District’s needs, requests and priorities and has developed a fully integrated and comprehensive “Healthy Lifestyle Program” for District to promote and improve the overall health and well-being of residents of District’s community, and specifically, students, faculty and staff attending and/or working for District, which includes in-kind professional healthcare services and programs, a variety of sponsorship opportunities and other support services.

B. Pursuant to the CHNA, St. Luke’s provides certain services to advance the priorities set forth in the CHNA, namely: improving access to health care and reducing health disparities; preventing chronic disease; improving mental and behavioral health; and improving child and adolescent health.

C. District recognizes the benefit of the Healthy Lifestyle Program, and desires to have St. Luke’s implement the Healthy Lifestyle Program on behalf of District, pursuant to the terms set forth herein.

Terms

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration set forth herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Purpose.

(a) This Agreement is to serve as the operating agreement between the parties for the purpose of delivering certain healthcare services and programs, as well as other support services and programs, to students, faculty and staff attending and/or working for District.

(b) The principal goals of this Agreement are to (i) promote and improve the overall health and well-being of students, faculty and staff attending and/or working for District, and (ii) advance the priorities set forth in the CHNA, namely: improving access to health care and reducing health disparities; preventing chronic disease; improving mental and behavioral health; and improving child and adolescent health. This Agreement aims to satisfy these goals by, *inter alia*, delivering a fully integrated and comprehensive Healthy Lifestyle Program tailored to District’s needs, requests and priorities, which includes in-kind professional healthcare services and programs, a variety of sponsorship opportunities and other support services.

(c) The parties acknowledge and agree that, in addition to the services provided hereunder to District as set forth on Exhibits A-D attached hereto and made a part hereof, St. Luke’s provides the community-based services and programs set forth on Exhibit A attached hereto and made a part hereof to (i) promote and improve the overall health and well-being of individuals residing in District’s community, and (ii) advance the priorities set forth in the CHNA.

2. Services. In consideration of the mutual terms and conditions set forth in this Agreement,

St. Luke's agrees to provide staff as required to perform the services set forth on Exhibits B attached hereto and made a part hereof (the "Services") during the Term (as defined below). Each staff member providing Services hereunder shall maintain a current and valid license when required to practice in the Commonwealth of Pennsylvania.

(a) Athletic Trainer/Physician Services. St. Luke's agrees to provide one or more physicians (each a "Physician"), one or more athletic trainers (each an "Athletic Trainer") and one or more sports performance coaches (the "Sports Performance Coach") to perform the services set forth on Exhibit B attached hereto and made a part hereof.

(b) Health Education Services. St. Luke's agrees to provide educational programming opportunities as outlined in Exhibit C attached hereto and made a part hereof

(c) Other Programs and Services. St. Luke's agrees to provide additional programs and services designed to advance the priorities set forth in the CHNA as outlined in Exhibit D attached hereto and made a part hereof.

Additional details of the Services, coverage for events and practices, and other value are set forth in Exhibits B through D, attached hereto and made a part hereof.

3. **Fees.**

(a) No Annual Fee. There is no charge payable by the District to St. Luke's for the Athletic Training Services for the Term of this Agreement. St. Luke's is providing the District with Athletic Training Services as a community benefit and in exchange for marketing and promotional opportunities as herein set forth in this Agreement or as otherwise mutually agreed upon in writing. The parties hereby agree that the District's provision of exclusive advertising and promotional rights to St. Luke's is adequate consideration for the sports medicine services provided by St. Luke's pursuant to this Agreement. To the extent that the value St. Luke's provides exceeds the value of the exclusive advertising and promotional rights for sports medicine, the excess is intended to be a donation to District.

(b) Physicals. District athletes shall be provided the opportunity to participate in pre-participation physical examinations at no cost when offered at a regional site (e.g. Coca-Cola Park). If District requests on-site pre-participation physical examinations, the District shall pay St. Luke's \$125.00 per hour/per provider (physicians/advanced practitioners) for each pre-season sports physical event conducted at District facilities. Students who are unable to attend regularly scheduled physical dates can receive a make-up physical at designated St. Luke's facilities, and St. Luke's may directly charge the students and/or their parents or guardians the prevailing rate for such services. The additional fees referenced for onsite events in this Section 2(b) shall be due and payable within thirty (30) days following District's receipt of an invoice from St. Luke's for such services.

(c) Third Party Insurance Coverage; Co-Payments; Deductibles. St. Luke's may bill and collect from applicable insurance carriers and may collect co-payments and deductibles from students and/or their parents or guardians, faculty and/or staff when additional services not part of this Agreement are provided by a Physician in his/her office.

4. Sponsorships. During the Term, and in exchange for the sponsorship opportunities set forth herein, St. Luke's shall pay an annual sponsorship or contribution amount (individually and collectively, the "Sponsorship") to District which the District shall use for the purposes specified below. In the event the Agreement is terminated, no further fees shall be owed.

(a) Loyalty Partner Sponsorship. St. Luke’s shall provide the District with a Loyalty Partner Sponsorship in the amount of One Hundred Thousand Dollars (\$100,000.00) upon execution of this Agreement. This shall be paid in two installments as described below:

Upon Signing: \$50,000.00 November, 1, 2023: \$50,000.00

The District shall also receive an additional Loyalty Partner Sponsorship of \$50,000 in Year Six (6) of the Agreement as described below:

September 1, 2028 \$25,000.00 March 1, 2029: \$25,000.00

These sponsorships shall be used to address the specific needs of the athletics department such as sports nutrition, food insecurity programs as well as other mutually agreed upon District priorities.

(b) Special Athletic Project Sponsorship. St. Luke’s shall provide the District with four, one-time Special Athletic Project Sponsorships. Each Sponsorship shall be paid as described below. These sponsorships shall be used to address specific needs of the athletics department as well as other mutually agreed upon District priorities.

Sponsorship 1:	Upon Signing	\$25,000.00	August 15, 2024:	\$25,000.00
Sponsorship 2:	November 1, 2023	\$25,000.00	February 1, 2024:	\$25,000.00
Sponsorship 3:	September 1, 2026	\$25,000.00		
Sponsorship 4:	September 1, 2029	\$25,000.00		

(c) Special Program/Activities Sponsorship. St. Luke’s shall provide the District with a one-time Special Program/Activities Sponsorship in the first year of the Agreement. This Sponsorship shall be in the amount of One Hundred Thousand Dollars (\$ 100,000.00) and paid in two installments as described below. This sponsorship shall be used to address specific co-curricular or extra-curricular needs identified by the District Administration and mutually agreed upon by St. Luke’s.

Special Program/Activities Sponsorship:

September 1, 2023 \$50,000.00 February 1, 2024: \$50,000.00

(d) Community Partner Sponsorship. St. Luke’s shall provide an annual Partner Sponsorship for the purposes of advancing and supporting a shared “Fit for Life” Vision. The Partner Sponsorship shall be provided in the amounts set forth below and utilized for educational and/or co-curricular programming, sports medicine, and athletic related support, scholarships and/or other mutually agreed upon District projects. The Sponsorship shall be payable in four (4) equal installments; August 1, November 1, February 1, May 1 of each contract year. The parties agree to form a Steering Committee comprised of District and St. Luke’s representatives to achieve the goals of the Partner Sponsorship.

<u>Year</u>	<u>Annual Sponsorship</u>
1. 2023-2024	\$ 190,000.00
2. 2024-2025	\$ 190,000.00
3. 2025-2026	\$ 190,000.00
4. 2026-2027	\$ 190,000.00
5. 2027-2028	\$ 190,000.00
6. 2028-2029:	\$ 190,000.00

7. 2029-2030:	\$ 190,000.00
8. 2030-2031:	\$ 190,000.00
9. 2031-2032:	\$ 190,000.00
10. 2032-2033:	\$ 190,000.00

(e) Sports Medicine/Sports Performance Sponsorship. St. Luke’s shall provide a Sports Medicine/Sports Performance Sponsorship in the amount of Ten Thousand and Five Hundred Dollars (\$10,500.00) for the purchase of athletic training supplies/equipment and/or sports performance items each year during the length of the contract.

(f) Scholarships -St. Luke’s –Extraordinary Athlete Scholarships. St. Luke’s through its relationships with local colleges and universities shall donate a total of \$5,000.00 annually to support scholarships for graduating seniors at Saucon Valley High School. Scholarships shall be awarded to District seniors who matriculate into a Health Care or Rehabilitation Science related program. The District, in collaboration with St. Luke’s will establish criteria for the award of the scholarships.

(g) Safety in Sport Sponsorship. St. Luke’s shall donate six (6) automated external defibrillators within forty-five (45) days of execution of this Agreement. AEDs shall be used to enhance the District’s safety plan.

(h) St. Luke’s Fitness Membership Discounts. St. Luke’s shall extend the then-current “Employee Discount Rate” to District Board of School Directors members and District administrators, teachers, staff and students who show proper identification.

(i) St. Luke’s Facility Discounts. St. Luke’s shall extend published field rental and services discounts at any of its owned or sponsored facilities where such discounts are available. “Peak Hour” discounts average 10% at each facility.

(j) St. Luke’s Pro/Olympic Athlete and NIL Appearances. St. Luke’s through its Professional/Olympic Athletic and NIL Ambassador Program will host a minimum of five (5) mutually agreed upon events at District facilities throughout the Term of the Agreement. St. Luke’s shall cover the cost of such Pro/Olympic Athlete and NIL appearances and work collaboratively with the District to develop a revenue sharing model for all such events.

(k) Scoreboard Sponsorship. St. Luke’s agrees to purchase and install three (3) new scoreboards (Stadium with sound system, Soccer and Field Hockey) at a value of over \$300,000 in the first year, with no capital outlays to District, and upon the terms and conditions set forth in a separate agreement between the Parties.

5. Term and Termination.

(a) Term. The term of this Agreement shall commence as of July 1, 2023, (the “Effective Date”) and continue until June 30, 2033 unless earlier terminated in accordance with the provisions of this Agreement.

(b) Termination for Cause. If either party breaches a material term, condition, covenant, warranty or representation set forth herein, the non-breaching party shall give the other party written notice of such breach. If the breach is not cured within thirty (30) days of the breaching party’s receipt of such notice, the non-breaching party may immediately terminate this Agreement.

(c) Early Termination. The parties acknowledge that St. Luke's is investing significant resources for the benefit of District to provide the services and sponsorships set forth herein for the Term. In the event this Agreement is terminated by District prior to the end of the Initial Term, for any reason other than a material breach by St. Luke's that is not cured, District shall be obligated to:

(i) Pay St. Luke's for all amounts due at time of termination; and

(ii) Pay an early termination fee as set forth below based on the year of the Initial Term, such amount to be deemed reasonable liquidated damages by the parties.

2023-2024:	\$300,000.00
2024-2025:	\$300,000.00
2025-2026:	\$275,000.00
2026-2027	\$275,000.00
2027-2028	\$250,000.00
2028-2029	\$250,000.00
2029-2030	\$225,000.00
2030-2031	\$225,000.00
2031-2032	\$200,000.00
2032-2033	\$200,000.00

(d) Survival. Any provisions of this Agreement that expressly or by implication are intended to survive its termination will survive and continue to bind the parties. Termination of this Agreement shall not affect the rights and obligations of the Parties which have accrued hereunder prior to termination.

6. Responsibilities of District.

(a) Exclusive Relationship. District grants St. Luke's the right to be the sole and exclusive provider for Athletic Trainer/Physician Services rendered pursuant to this Agreement during the Term of this Agreement. In accordance therewith, during the Term, St. Luke's shall be the exclusive health care provider endorsed or promoted by District (as further set forth herein) and shall be promoted as the exclusive partner of District with respect to its athletic programs, except as specifically set forth herein. District shall not offer athletic trainer/physician services or engage another party to offer such services during the Term of this Agreement. In addition, District shall not permit any endorsement or promotion of any other Health Care Organization (as defined below) in connection with District's athletic teams or athletic events. As used herein, the term "Health Care Organization" means any health system, hospital, hospital system, physician group, medical or health care provider or similar entity, or any entity which otherwise owns, acquires, controls, or manages them, or any entity which is under common ownership, control or management with them. For purposes of this paragraph, District's obligation to promote and/or endorse St. Luke's shall not prohibit District from contracting with any third party, whether a Health Care Organization or not, for provision of services, excepting all services as further set forth herein, as the contracting with such third parties, alone, shall not constitute endorsement and/or promotion of such third parties.

(b) Promotions. During the Term, District shall promote St. Luke's, including but not limited to St. Luke's Orthopedic Care, in the manner as described below and for all sports' seasons for boys and girls.

(i) District shall promote St. Luke's at each District home game, at no additional charge, as follows:

(A) District shall place and install signage provided by St. Luke's in District's middle school gymnasiums and high school gymnasiums, subject to the reasonable, prior approval of content, materials, design, color and size by District. District agrees that it shall not allow any signage promoting another Health Care Organization in connection with any District athletic facilities or events.

(B) District shall place St. Luke's logo on any item purchased or otherwise obtained through sponsorships provided by St. Luke's under this Agreement.

(C) District shall provide public address announcements recognizing St. Luke's as the "Official Sports Medicine Provider" and/or recognizing its representatives present at District events, with a minimum of two announcements per football and basketball game, and one announcement at all other athletic events where such announcements are made. Each announcement shall not to exceed twenty (20) seconds. St. Luke's shall provide a script for such announcements, subject to the prior review and approval of District, which approval will not be unreasonably withheld.

(ii) District shall prepare and distribute a mutually acceptable media release announcing St. Luke's as the "Official Sports Medicine Provider" of District. In addition to background information on District and St. Luke's, the release will include quotes from representatives of St. Luke's and District. District may also arrange a press conference at a mutually acceptable location and with mutually acceptable participants to announce the relationship described herein.

(iii) District hereby grants St. Luke's the right to advertise, publicize and promote its sponsorship and services of District as described above and to feature its sponsorship status in its advertising and promotion within selected District publications selected by St. Luke's, in each case without charge to St. Luke's. The text and copy of all advertisements, commercials and materials using District's name or logo shall be subject to prior review and approval by District, which review will be made promptly, and which approval will not be unreasonably withheld.

(iv) District shall display St. Luke's logo as provided by St. Luke's on District's website, along with links to any material reasonably requested by St. Luke's.

(v) District hereby grants St. Luke's, through its partner DXISports.com or another mutually agreed upon provider, the right to livestream mutually agreed upon regular season PIAA athletics contests at no charge. This shall not preclude the District from charging subscribers for access to said contests. St. Luke's and DXISports.com shall be recognized as the District's "Official Streaming Partner" for interscholastic sports.

(vi) District shall display St. Luke's logo as provided by St. Luke's on District's website, along with links to any material reasonably requested by St. Luke's.

(vii) District may request a representative(s) from St. Luke's to participate and facilitate opportunities on the District's Wellness Committee.

(viii) District and St. Luke's shall form a Committee to establish goals and framework for a "Saucon Valley Medical Careers Academy". District and St. Luke's shall also explore the development and create experiences and pathways for students interested in areas outside of the healthcare provider continuum.

(ix) District grants St. Luke's the right to provide "Healthy Lifestyle" Programming at District facilities including stadium, indoor gymnasium(s) and sports performance area(s). Programs may include but are not limited to programs/events that (1) reduce health care disparities, (2) promote healthy lifestyles, (3) prevent chronic disease, and (4) improve mental/behavior health. The events, dates and logistics pertaining to said programs and events shall be subject to prior review and approval by District, which review will be made promptly, and which approval will not be unreasonably withheld.

(x) District shall grant St. Luke's permission to offer a minimum of three (3) events (leagues, tournaments, camps) in support of their shared "Fit for Life" vision. Events may include Community Ambassadors and/or St. Luke's NIL representatives. St. Luke's shall work collaboratively with District and community partners on design and execution. Events shall be subject to prior review and approval by District, which review will be made promptly, and which approval will not be unreasonably withheld.

7. **Confidentiality.** The parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the parties in connection with the preparation and performance this Agreement are regarded as confidential information. Each party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other party, it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to be disclosed by any party to its shareholders, investors, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the staff members or agencies hired by any party shall be deemed disclosure of such confidential information by such party, which party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason. The parties recognize that the District is subject to the Pennsylvania Right-to-Know Law, and accordingly, this provision shall not preclude District from fulfilling its statutory requirements thereunder; furthermore, if the District discloses information and/or documentation as required by the Pennsylvania Right-to-Know Law, the District shall not be in violation of this Agreement or held liable for breach of this Agreement.

8. **Compliance with Laws.**

(a) Each party agrees to comply with applicable federal and state laws governing the confidentiality of patient and consumer information. District further agrees to comply with the Family Educational Rights and Privacy Act, as codified at 20 U.S.C. Section 1232g, and the rules and regulations implemented thereunder. St. Luke's further agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d through d-8, and the rules and regulations implemented thereunder.

(b) The parties recognize that this Agreement is subject to, and agree to comply with, applicable federal, state and local statutes, rules and regulations. Any provisions of applicable statutes, rules and regulations that invalidate any term of this Agreement or would cause a party to be in violation of the law, shall be deemed to have superseded such term of this Agreement; provided, however, that all other terms of this Agreement shall continue in full force and effect and without modification and the parties hereto shall use their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible.

9. **Consent Forms.** District shall obtain and provide: (i) a copy of the PIAA CIPPE Pre-Participation Evaluation Forms along with the Consent section for any athlete (and/or his/her parent or guardian) for whom St. Luke's provides Services in connection herewith; and (ii) a copy of the St. Luke's *Consent to Treat* Form and St. Luke's *HIPPA* Form.

10. **Background Checks/Child Abuse Clearances.** At the commencement of this Agreement and during the Term of this Agreement, St. Luke's shall comply with the provisions of the School Code, 24 P.S. §1-111 and §1-111.1 as amended (related to criminal history record information) and the provisions of the Child Protective Services Law, 23 Pa. C. S. §6301 et. seq. as amended (related to child abuse) (herein called the Protection of Children Laws). Compliance with the Protection of Children Laws shall include but not be limited to providing the District with criminal history record information and child abuse clearances at the inception of this Agreement that are no more than one (1) year old for each of St. Luke's then-current employees providing services to District hereunder. Upon the hiring of any new employee during the Term of the Agreement, St. Luke's shall provide District with a copy of said employee's recent criminal history record information and/or child abuse clearances. District retains the right to reasonably request updated criminal history record information and/or child abuse clearances for St. Luke's employees at any time during the term of this Agreement. For purposes of this paragraph, "recent criminal history record information and/or child abuse clearances" or "updated criminal history record information and/or child abuse clearances" shall mean a criminal history record information and/or child abuse clearance that has been performed within four (4) weeks of St. Luke's submission of the criminal history record information and/or child abuse clearance to District. St. Luke's further agrees that it shall notify District immediately upon becoming aware that any of its employees, for whom St. Luke's previously provided criminal history record information and/or child abuse clearances, are subsequently arrested or convicted of any crime under state or federal law. St. Luke's shall notify District of such an arrest or conviction within seventy-two (72) hours of St. Luke's knowledge of such arrest or conviction.

11. **Indemnification; Insurance.**

(a) Each party agrees to indemnify, defend and hold harmless the other party hereto and its officers, directors, agents and employees from and against any and all third-party claims, damages, actions, costs (including reasonable attorney's fees) and/or liabilities arising solely and directly from the gross negligence or willful misconduct of such party, including its officers, directors, employees, representatives, assigns and agents.

(b) St. Luke's shall maintain during the Term, on behalf of each Physician, Athletic Trainer, and any other health care professional employed by St. Luke's and providing services hereunder, medical professional liability malpractice insurance coverage in a form and in amounts not less than amounts required by laws of the Commonwealth of Pennsylvania, as may be amended from time to time.

(c) District shall maintain on its own behalf Commercial General Liability Insurance (including bodily injury, personal injury, products liability, contractual liability, completed operations, and property damage) of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate.

(d) Each party shall provide the other with a certificate(s) of insurance evidencing the insurance coverage required by such party under this Agreement and applicable law within ten (10) days of the execution of this Agreement and upon coverage renewal thereafter during the term of this Agreement.

12. **Independent Contractors.** St. Luke's and its employees and agents are acting hereunder as independent contractors of District and under no circumstances shall any of the employees of St. Luke's be deemed the employees of District hereunder for any purpose.

13. **Free Choice of Provider.** The parties understand and agree that nothing contained in this Agreement shall in any way require or suggest that District shall be required to refer patients to St. Luke's, any Physician, or any affiliate of St. Luke's at any time whatsoever. District shall be free to refer patients to any hospital, health care facility, provider, or physician, and nothing contained herein is intended to require and nothing herein shall be construed to require District to make or influence referrals to, or otherwise generate business for, St. Luke's, any Physician, or any affiliate of St. Luke's.

14. **Governing Law; Dispute Resolution.** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania without regard to the choice of law provisions thereto. The parties shall first discuss and negotiate any disputes that arise under this Agreement with a view toward settlement and disposition thereof. Contractual disputes that cannot be resolved by the parties shall be submitted to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association then pertaining, before one neutral arbitrator, with the laws of the Commonwealth of Pennsylvania being applied. The parties hereby consent to the holding of arbitration in Lehigh County, Pennsylvania, and consent to the jurisdiction of the courts of the Commonwealth of Pennsylvania for the enforcement of these provisions and the entry of judgment on any award rendered hereunder. Should the chosen court of the Commonwealth of Pennsylvania for any reason lack jurisdiction, any court with jurisdiction shall enforce this provision and enter judgment on any award. The arbitration proceedings, together with all discovery made pursuant thereto and statements or documents exchanged by the parties in connection therewith, shall be kept confidential and shall only be used by such parties in connection with the arbitration proceedings. THE ARBITRATOR SHALL NOT AWARD ANY PARTY PUNITIVE OR EXEMPLARY DAMAGES, AND EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT TO SEEK SUCH DAMAGES. All costs of arbitration shall be evenly divided between the parties, exclusive of each party's legal fees, each of which shall be borne by the party that incurs them.

15. **Assignment.** Neither St. Luke's nor District may assign or delegate any of its rights or obligations hereunder without the prior written consent of the other party. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by each of the parties hereto, their respective legal representatives and their permitted successors and assigns.

16. **Notices.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and served personally (deemed given upon receipt), sent by United States certified mail, postage prepaid with return receipt requested (deemed given three (3) business days after deposit with the U.S. Postal Service), or delivered by nationally recognized overnight courier (deemed given one (1) business day after deposit with the courier), addressed to the other party as follows:

To District: Saucon Valley School District
2097 Polk Valley Road
Hellertown, PA 18055-2400
Attn. Superintendent of Schools

With a copy to: Saucon Valley School District
2097 Polk Valley Road
Hellertown, PA 18055-2400

Attn. Business Manager

To St. Luke's: St. Luke's University Hospital
801 Ostrum Street
Bethlehem, Pennsylvania 18015
Attn: Senior Director of Sports Medicine

and

St. Luke's Physician Group, Inc.
801 Ostrum Street
Bethlehem, Pennsylvania 18015
Attn: President

With a copy to: St. Luke's University Health Network
801 Ostrum Street
Bethlehem, Pennsylvania 18015
Attn: General Counsel

and/or to such other persons or places as the party to whom notice shall be sent may hereafter designate in writing.

17. **Amendments.** All provisions of this Agreement shall remain in effect throughout the Term hereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision. This Agreement may not be modified other than by an agreement in writing signed by the parties hereto.

18. **Counterparts and Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. The parties further agree that any facsimile or electronic signature shall be deemed to have been fully delivered and shall be as effective as an original signature and shall be equally binding as though delivered directly by hand to each other.

19. **Miscellaneous.**

(a) This Agreement sets forth the entire agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, relating to the subject matter of this Agreement.

(b) The parties have participated jointly in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

(c) If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

(d) No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further and continuing waiver of any such term, provision or condition of this Agreement.

(e) The parties executing this Agreement represent and warrant to each other that they have the full right, power, capacity and authority to execute and deliver this Agreement, and that they have duly and properly performed all acts required to authorize them to carry out this Agreement and the transactions contemplated by it.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

SAUCON VALLEY SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

**SAINT LUKE'S HOSPITAL OF BETHLEHEM,
PENNSYLVANIA**

By: _____
Name: _____
Title: _____

EXHIBIT A

COMMUNITY-BASED SERVICES AND PROGRAMS

All terms or words not otherwise defined or identified herein shall have the meanings or identifications ascribed to such terms or words in the main body of this Agreement. In the event of a conflict between the terms of this Exhibit and the terms of the Agreement, the terms of the Agreement shall control.

St. Luke's may provide at the request of the District the following community-based services and programs to (i) promote and improve the overall health and well-being of individuals residing in District's community, and (ii) advance the priorities set forth in the CHNA:

(a) Fit for Life Initiatives. St. Luke's provides services and programs that aim to increase physical activity and improve health among community members, increase fruit and vegetable consumption of community members, and provide lifestyle medicine services to community members through its Fit for Life Initiatives. St. Luke's Fit for Life Initiatives include, without limitation, the following services and programs: Community Centered Health Home; Improving Food Access with Fresh Produce Vouchers; Nutrition Education; Summer Meals Program; Diabetes Programs; Get Your Tail on the Trail (TOT); Physician/Specialist Led Talks/Seminars; Smoking Cessation Program; and Community Supported Agriculture (CSA) Program. For additional information about St. Luke's Fit for Life Initiatives and the services and programs offered in connection therewith, refer to slides 3 through 22 of the St. Luke's [CHNA Implementation Plan Update 2020-2021](#).

(b) Mental and Behavioral Health Initiatives. St. Luke's provides services and programs through its Mental and Behavior Health Initiatives that aim to improve the mental and behavioral health for community residents through prevention and access to appropriate, quality mental and behavioral services while building infrastructure across District's communities through its Community Health Department and Network service lines. St. Luke's Mental and Behavior Health Initiatives include, without limitation, the following services and programs: Mental Health and Substance Use Disorder Initiatives; National Prescription Drug Takeback Days; and Naloxone Education and Distribution & SUD Response Pilots. For additional information about St. Luke's Mental and Behavior Health Initiatives and the services and programs offered in connection therewith, refer to slides 23 through 38 of the St. Luke's [CHNA Implementation Plan Update 2020-2021](#).

District – St. Luke's Behavioral Health Collaboration. Contingent upon the District's interest and upon receiving the necessary approvals, St. Luke's shall work collaboratively to establish a separate agreement with District to provide mutually agreed upon Behavioral Health Services at Saucon Valley School District.

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EXHIBIT B

ATHLETIC TRAINER/PHYSICIAN SERVICES

All terms or words not otherwise defined or identified herein shall have the meanings or identifications ascribed to such terms or words in the main body of this Agreement. In the event of a conflict between the terms of this Exhibit and the terms of the Agreement, the terms of the Agreement shall control.

General Description.

The Services described herein shall be provided by a Physician and an Athletic Trainer and shall include the following: (1) preventive injury and illness training and education for athletes and coaches and other District staff members as determined by the mutual agreement of the parties; (2) care and treatment for injuries and illnesses suffered by District athletes during District athletic events (home and away) and during District practices; and (3) rehabilitation for District athletes who have suffered injuries or illnesses during District athletic events (home or away) and during District practices. Notwithstanding the foregoing, all Services shall be scheduled at times mutually acceptable to the parties and in accordance with the Agreement.

Duties and Responsibilities.

In connection with the foregoing:

1. St. Luke's shall provide access to Primary Care Sports Medicine Physicians, Sports Fellowship Trained Orthopedic Surgeons and other specialists as requested by parents and/or guardians.
2. St. Luke's shall provide three (3) Athletic Trainer(s) to the District. The Athletic Trainer(s) shall provide Services to the high school and the middle school programs. The Athletic Trainer(s) will work a schedule that is mutually agreeable to District and the Regional Program Manager of Sports Medicine Relationships for St. Luke's. This schedule will span the District academic year and include pre-season and post-season events.
3. St. Luke's shall provide consultation on sports and sports medicine-related projects through its Sports Medicine Leadership Team and S.A.C.E. (Student Athlete Center for Excellence). Through the S.A.C.E., Saucon Valley Athletics shall develop a schedule of monthly seminars, workshops or small group sessions with (1) St. Luke's Sports Psychology and Behavioral Health Consultant(s), (2) St. Luke's Sports Nutrition experts, and select experts from our university/college partnerships (Exercise Physiology, Biomechanics, Physical Therapy, and more).
4. St. Luke's Physical Therapists shall conduct requested Injury Prevention Screenings for student-athletes.
5. The Athletic Trainers shall provide Services for all student participating in interscholastic athletics at the District middle schools and the District high schools arriving a minimum of 1 hour before the start of practices each day or the schedule provided by the District Athletic Director.
6. Athletic Trainers shall be available for services to District athletes from 7am to 12pm Monday through Thursday during summer months. Additional hours may be provided upon request and mutual agreement of the parties.

EXHIBIT B

7. The Athletic Trainers shall provide Services for practices and home games for all Interscholastic Sports based on staff availability. An Athletic Trainer shall cover all varsity football away games.
8. The Athletic Trainers shall provide Services at all Interscholastic Sports for tournament events, league events, District Championship events and State events at home and away games based on staff availability and risk assessment.
9. Athletic Trainers shall render appropriate interim treatment until such time that the injured athlete is seen by a Physician or by a qualified medical provider recommended by the Physician or Athletic Trainer.
10. Upon request, Athletic Trainers may provide select services at non-PIAA related sporting events. These events must occur during normal working hours and not be in conflict with Commonwealth of PA Rules and Regulations for licensed athletic trainers. These events should be scheduled no less than two weeks in advance of the event.
11. St. Luke's shall conduct preseason physicals at mutually agreed upon dates and times. Regional physicals completed each season shall be offered at no cost to District athletes. Onsite physicals may be completed for a fee of \$125.00 per hour, per provider if requested by the District. Staffing shall be determined by St. Luke's based upon the number of athletes receiving physicals. District nurses shall support any preseason physicals conducted onsite for student-athletes.
12. Team Physician(s) or their designee will cover home football games at District home varsity football games and be available for consultation for injuries sustained at other Interscholastic Sport practices and games. Conference and District football playoff games will also be covered by the Team Physician(s). Upon request, physician/s will provide onsite clinic visits for student-athletes at the District.
13. Upon request, a Physician and/or members of the St. Luke's Sports Medicine Program will provide educational sessions (concussions, sudden cardiac death, prevention of injury and illness, rehabilitation, etc.) on mutually agreeable topics and at mutually agreeable dates and times for athletes, coaches and other District staff members selected by District. There shall be no cost to the District for these sessions.
14. St. Luke's shall make available opportunities for District coaches and District staff to complete CPR and AED Certification as well as Sports First Aid Training associated with PIAA requirements. There shall be no fee for instruction. Individual certification fee shall be the responsibility of the coach or staff member.
15. Upon request, St. Luke's and District shall expand opportunities for students and staff to shadow health care professionals and attend selected activities sponsored by St. Luke's University Health Network at both hospital and outpatient facilities.
16. Services for third party camps/clinics may be requested of the athletic training staff. However, a separate Agreement along with proof of insurance may be required. Services provided to third party camps are fee based and should be negotiated and memorialized in a separate Agreement.

EXHIBIT B

General Description of Sports Performance Coaching Services

The Sports Performance Coach at District is responsible for the providing consultation, upon request, development and implementation of Sports Performance Baseline Testing and Training Programs for student-athletes. The Sports Performance Coach will provide, upon request, screenings, needs analyses, sports performance assessments, and development of injury prevention programs. In addition, the Sports Performance Coach may be contracted pursuant to a separate agreement to develop, organize and provide specialized training, conditioning and injury prevention and performance programs for teams and/or individuals upon request

Duties and Responsibilities

In connection with the foregoing, the Sports Performance Coach shall perform the following services onsite for District:

1. St. Luke's shall provide a Sports Performance Coach to the District. Sports Performance Coach shall be onsite for 25 hours weekly. Additional hours may be approved through mutual agreement of the Parties.
2. St. Luke's Sports Performance Coach shall schedule and complete baseline testing for all Athletic Programs at mutually agreeable times and dates.
3. St. Luke's Sports Performance Coach shall design of programs for student-athletes at the District.
4. St. Luke's Sports Performance Coach shall consult on Facility and Equipment Design/Utilization and Maintenance:
 - a. Developing and applying proper procedures in designing Sports Performance facilities to most effectively utilize the space and times allotted and reduce the potential for injury.
 - b. Evaluating, instructing and applying equipment maintenance skills to provide a safe training environment.
 - c. Providing instruction in safe and effective spotting procedures to ensure the maximum effect of the sports performance and the safety of the athlete.

In the event of a conflict between the terms of this Exhibit and the terms of the Agreement, the terms of the Agreement shall control.

Licenses and Credentials.

Each Physician providing Services hereunder shall maintain a current and valid license to practice medicine in the Commonwealth of Pennsylvania, each Athletic Trainer providing Services hereunder shall maintain a current and valid license to act as an athletic trainer in the Commonwealth of Pennsylvania and each Sports Performance Coach providing Services hereunder shall be appropriately certified and credentialed as a Sports Performance Coach.

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EXHIBIT C

HEALTH EDUCATION SERVICES

All terms or words not otherwise defined or identified herein shall have the meanings or identifications ascribed to such terms or words in the main body of this Agreement. In the event of a conflict between the terms of this Exhibit and the terms of the Agreement, the terms of the Agreement shall control.

St. Luke's shall provide the following Health Education Services when reasonably requested by the District:

(a) St. Luke's shall organize and conduct programs and information sessions to carry out District policies related to health and wellness and to develop or expand health programs aimed at preventing disease and illness among the District's students and staff.

(b) St. Luke's agrees to prepare materials for and conduct informational meetings with students, parents, coaches and other school officials prior to the start of each athletic season regarding concussions and other head injuries.

(c) St. Luke's agrees to prepare materials for and conduct informational meetings with student, parents, coaches and other school staff regarding stress reduction and mental health.

(d) St. Luke's agrees upon request of the District to provide up to four (4) annual parent and District Athlete presentations on mutually agreed upon topics.

(e) St. Luke's agrees to provide annually support upon request of the District for District educational programs to include:

- (1) Specialist participation in District Human Body Systems Course.
- (2) Cadaver dissections by orthopedic, trauma and general surgeons.
- (3) Guided tours at selected St. Luke's facilities.
- (4) Mini- medical school program development.
- (5) Structured health professionals observership program for District students.

(f) St. Luke's agrees to provide coaching and staff education including:

- (1) CPR/AED, first aid training and concussion education (PIAA approved). Certification Fees are the responsibility of the District and/or Individuals. No Fee for instruction by St. Luke's Staff Members.
- (2) Mental Health First Aid Certification Course for all Coaches.*
*Fee for MHFA Certification is set by the Organization and is responsibility of the District and/or individual. St. Luke's will facilitate discounts.
- (3) Opioid awareness.

(g) St. Luke's shall assist District with collaborations and networking on educational programs such as career day, health fair participation and other informational programs to include distribution of digital/print health related material for parents, students, staff and community.

EXHIBIT C

(h) St. Luke's agrees to provide guest presentations for the District's Sports Medicine Class or clubs.

(i) St. Luke's agrees to provide assistance with curriculum development.

(j) Notwithstanding the obligations of St. Luke's as set forth herein for providing educational partnerships, District shall be free to enlist or contract with others to provide or assist with the same or similar programs.

[The balance of this page is intentional left blank.]

EXHIBIT D

OTHER PROGRAMS AND SERVICES

All terms or words not otherwise defined or identified herein shall have the meanings or identifications ascribed to such terms or words in the main body of this Agreement. In the event of a conflict between the terms of this Exhibit and the terms of the Agreement, the terms of the Agreement shall control.

St. Luke's shall provide the following programs and services when reasonably requested by the District:

(a) Emergency Services. In the event of an emergency, St. Luke's shall cooperate and assist the District with community wide action plans to combat disease related outbreaks and shall assist with partnerships with other medical providers to assure the health, safety and welfare of community members. (For example a need for a community-wide inoculation program for HINT influenza outbreak). Expenses, if any, shall be clearly discussed and allocated in advance.

(b) Program Evaluation. St. Luke's shall assist the District with achieving at managing athletic program costs by through (1) ongoing review of utilization, fees and services, (2) executing St. Luke's innovative Sports Medicine model, and (3) recommending various strategies to control costs and preserve funds for District Programs and Services.

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the “Agreement”) is entered into as of July 1, 2023, by and between Saucon Valley Education Foundation (“Foundation”), and St. Luke’s Health Network, d/b/a St. Luke’s University Health Network (“St. Luke’s”).

Background

A. Foundation is a non-profit organization that raises funds to promote, enhance and supplement the educational and co-curricular programs for the benefit of students and staff in the Saucon Valley School District.

B. St. Luke’s is a health care provider that desires to advertise and promote its services as the title sponsor of the Foundation’s Annual Distinguished Alumni Gala (the “Gala”) in St. Luke’s name, in exchange for the consideration and subject to the terms set forth herein.

Terms

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration set forth herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Term and Termination.

(a) Term. The term of this Agreement shall commence July 1, 2023 (the “Effective Date”) and continue until the termination, for any reason, of the Agreement for Athletic Trainer/Physician Services and School Physician Services between St. Luke’s and Saucon Valley School District, dated July 1, 2023 (the “Term”), unless earlier terminated in accordance with the provisions of this Agreement.

(b) Termination. If either party breaches a material term, condition, covenant, warranty or representation set forth herein, the non-breaching party shall give the other party written notice of such breach. If the breach is not cured within thirty (30) days of the breaching party’s receipt of such notice, the non-breaching party may immediately terminate this Agreement.

2. Sponsorships.

(a) Foundation Partner Sponsorship Fee. In exchange for the promotional activities set forth herein, St. Luke’s shall pay Foundation the annual amount of \$5,000 (the “Fee”) on or after October 1st of each contract year. In the event the Agreement is terminated, no further fees shall be paid.

(b) Foundation Loyalty Sponsorship. Upon signing, St. Luke’s shall provide the Foundation a one-time sponsorship to support the purchase of a SidelinER® sports medicine tent to support the health and safety needs of the Saucon Valley School District Athletics Program. St. Luke’s and the Foundation shall mutually agree to logo and branding selection and placement on the SidelinER®.

3. Responsibilities of St. Luke’s. During the Term, St. Luke’s shall:

a) Pay all reasonable and approved costs of signage, production, promotion or publicity related to such rights granted to St. Luke’s under this Agreement subject, however, to Foundation’s reasonable pre-approval. Any failure on the part of Foundation to respond after a request made by Sponsor shall be deemed approval.

b) Grant Foundation the right to reproduce and use St. Luke's name and logo as hereinafter set forth in this Agreement only.

c) Develop and implement specific marketing promotions, subject to the prior approval and concurrence with Foundation, to promote the Gala through signage, advertising and other promotional materials to be displayed at and/or within St. Luke's locations in the Foundation's geographic area.

4. Responsibilities of Foundation.

(a) Exclusive Relationship. Foundation grants St. Luke's the right to be a "Presenting Sponsor" during the Term. In accordance therewith, St. Luke's shall have the opportunity to be the sole title sponsor of Foundation with respect to annual celebrations, if applicable. Foundation shall not permit any endorsement or promotion of any other Health Care Organization (as defined below) that would be equal to or greater than the St. Luke's sponsorship or confer any advertising rights to any Health Care Organization of similar scope or placement. As used herein, the term "Health Care Organization" means any health system, hospital, hospital system, physician group, medical or health care provider or similar entity, or any entity which otherwise owns, acquires, controls or manages them, or any entity which is under common ownership, control or management with them.

(b) Promotions. During the Term, Foundation shall promote St. Luke's in the manner described below:

- i. Provide St. Luke's with up to eight tickets to any Foundation event.
- ii. Podium recognition, including the option for a St. Luke's representative to speak at the Foundation events, if applicable.
- iii. Provide St. Luke's with the opportunity for two (2) full page ads in any program(s) printed and distributed by Foundation, with one on the front inside cover, and one within the program, promoting St. Luke's sports medicine and the network; other events may be included in this section by mutual agreement of Foundation and St. Luke's. St. Luke's shall, at its own expense, furnish Foundation or its contracted program provider with camera-ready artwork for the program and acknowledgment by such date Foundation may reasonably request.
- iv. St. Luke's banner hung prominently at agreed upon Foundation events.
- v. 5 complimentary season passes to SVSD athletic season of events.
- vi. St. Luke's logo and customized message displayed on the Foundation website
- vii. One full page ad in the Saucon Valley School District newsletter, if applicable
- viii. One ad in the Saucon Valley calendar, if applicable.
- ix. Double table in any Saucon Valley High School Job Fairs sponsored by the Foundation.
- x. Career speaking opportunities at SVHS.
- xi. Consider and discuss with St. Luke's opportunities for further promotional and/or educational programs and activities intended to advance the salutary purposes of Foundation, serve the best interests of Foundation, and promote St. Luke's contribution to the welfare of the youth and community.

Notwithstanding any other provision in this Agreement, St. Luke's rights under this Agreement do not extend to, or entitle St. Luke's to be identified or recognized on, or to share in receipts from the sale of any items associated with Foundation events.

5. Compliance with Laws. The parties recognize that this Agreement is subject to, and agree to comply with, applicable federal, state and local statutes, rules and regulations. Any provisions of applicable statutes, rules and regulations that invalidate any term of this Agreement, or would cause a party to be in violation of the law, shall be deemed to have superseded such term of this Agreement; provided, however, that all other terms of this Agreement shall continue in full force and effect and without modification and the parties hereto shall use their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible.

6. Independent Contractors. St. Luke's and its employees are acting hereunder as independent contractors of Foundation and under no circumstances shall any of the employees of St. Luke's be deemed the employees of Foundation hereunder for any purpose.

7. Relationships. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture between St. Luke's and Foundation.

8. Governing Law; Dispute Resolution. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania without regard to the choice of law provisions thereto. The parties shall first discuss and negotiate any disputes that arise under this Agreement with a view toward settlement and disposition thereof. Contractual disputes that cannot be resolved by the parties shall be submitted to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association then pertaining, before one neutral arbitrator, with the laws of the Commonwealth of Pennsylvania being applied. The parties hereby consent to the holding of arbitration in Lehigh County, Pennsylvania, and consent to the jurisdiction of the courts of the Commonwealth of Pennsylvania for the enforcement of these provisions and the entry of judgment on any award rendered hereunder. Should the chosen court of the Commonwealth of Pennsylvania for any reason lack jurisdiction, any court with jurisdiction shall enforce this provision and enter judgment on any award. The arbitration proceedings, together with all discovery made pursuant thereto and statements or documents exchanged by the parties in connection therewith, shall be kept confidential and shall only be used by such parties in connection with the arbitration proceedings. **THE ARBITRATOR SHALL NOT AWARD ANY PARTY PUNITIVE OR EXEMPLARY DAMAGES, AND EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT TO SEEK SUCH DAMAGES.** All costs of arbitration shall be evenly divided between the parties, exclusive of each party's legal fees, each of which shall be borne by the party that incurs them.

9. Assignment. Neither St. Luke's nor Foundation may assign or delegate any of its rights or obligations hereunder without the prior written consent of the other party. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by each of the parties hereto, their respective legal representatives and their permitted successors and assigns.

10. Notices. Any notice or communication required or permitted to be given under this Agreement shall be in writing and served personally (deemed given upon receipt), sent by United States certified mail, postage prepaid with return receipt requested (deemed given three (3) business days after deposit with the U.S. Postal Service), or delivered by nationally recognized overnight courier (deemed given one (1) business day after deposit with the courier), addressed to the other party as follows:

To Foundation:

Saucon Valley Foundation
2097 Polk Valley Road
Saucon Valley, PA 18055-2400

Attn: Executive Director

To St. Luke's:

St. Luke's University Health Network
801 Ostrum Street
Bethlehem, Pennsylvania 18015
Attn: Senior Director of Sports Medicine

With a copy to:

St. Luke's University Health Network
801 Ostrum Street
Bethlehem, Pennsylvania 18015
Attn: General Counsel

and/or to such other persons or places as either of the parties may hereafter designate in writing.

11. Amendments. All provisions of this letter agreement shall remain in effect throughout the Term hereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision. This Agreement may not be modified other than by an agreement in writing signed by the parties hereto.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

13. Miscellaneous.

(a) This Agreement sets forth the entire agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, relating to the subject matter of this Agreement.

(b) The parties have participated jointly in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

(c) If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

(d) No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further and continuing waiver of any such term, provision or condition of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

SAUCON VALLEY EDUCATION FOUNDATION

By: _____

Name: _____

Title: _____

ST. LUKE'S HEALTH NETWORK, INC.

By: _____

Name:

Title: