

Saucon Valley School District

Regular Meeting of the Board of Education

May 14, 2024

High School Audion



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 – Executive Session for the purpose of Personnel & Legal

- I. **Call to the Order** – *Dr. Shamim Pakzad, President, presiding*
- II. **Pledge of Allegiance**
- III. **Temporary Board Secretary** – Approve David Bonenberger as the temporary board secretary for the May 14, 2024 meeting.
- IV. **Recording of Attendance** – *David Bonenberger, Temporary Board Secretary*
- V. **Motion to Approve Agenda**
- VI. **Announcement of Executive Session** – Personnel & Legal
- VII. **Approval of Minutes** – April 22, 2024
- VIII. **Recognition** – None
- IX. **Presentation** – None
- X. **Superintendent’s Report** – *Jaime Vlasaty, Superintendent*
- XI. **Courtesy of the Floor to Visitors – Agenda Items Only** – *Visitors should state their name and address.*
- XII. **Presentation of Bills** – *David Bonenberger*
 - A. General Expenditures – \$699,121.10
 - B. Cafeteria Expenditures – \$ 35,423.57
 - 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 listed above in the Presentation of Bills.

XIII. Treasurer’s Report – Donald Carpenter/David Bonenberger

- A. Cash Investment and Bond Activity - None
- B. Condensed Board Summary Report - None
- C. Budget Transfers – \$22,106.54
- D. Middle School Activity Report – February, March, April 2024
- E. High School Activity Report – March, April 2024

Recommendations for Approval

Treasurer’s Report

- 1. Approve the above Treasurer’s Report.

Recommendation: To approve all motions and recommendations listed in the Treasurer’s Report.

XIV. AGENDA ITEMS

A. Education

Items/Projects for Discussion

- A. None

Second and Final Reading of Policy

- 1. Approve the second and final reading of the following
 - Policy 137 – Home Education
 - 137 AR-0 – Home Education Requirements

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

B. Personnel

Items/Projects for Discussion

- A. None

Recommendations for Approval

Sound & Lighting

- 1. Approve Kendra Schessler as Sound & Lighting Technician at \$35/hr, no benefits.

Resignation

- 2. Approve the resignation of Theresa Patterson as a Food Service worker effective April 26, 2024.

2024-2025 Fall Assistant Athletic Coaches

3. Approve the following Fall Athletic Assistant Coaches for the 2024-2025 school year:

Football	Garret Bisbing	\$5,000.00
Football	Angelo Lucci	\$3,250.00
Football	Chris Casciotti	\$550.00
Football	Mason Stewart	\$2,000.00
Football	Brett Zieber	\$1,500.00
Football	Michael McLarin	\$5,000.00
Football	Gordy Frack	\$3,000.00
Football	Jalen Richardson	\$2,000.00
Football	Josh May	\$1,500.00
Football	Tyler Donchez	\$2,000.00
Football	Andrew Brett	\$2,000.00
Football	Kyle Oberly	Volunteer
FB-Equip.Manager	Jason Dankel	\$2,250.00
Football-MS	Tanner Morgan	\$2,250.00
Football-MS	Greg Trexler	Volunteer
Football-MS	Dan Detello	Volunteer
Cross Country- Boys/Girls	Michael Vidumsky	\$1,550.00
Cross Country- Boys/Girls	Sydney Utesch	\$1,550.00
Tennis-Girls	Deborah Philpotts	\$1,100.00
Volleyball	Melissa Parsons	\$3,200.00
Field Hockey	Matt Omdahl	Volunteer
Field Hockey-MS	Doug Chambers	\$2,800.00
Soccer – Boys	Terry Baker	\$3,500.00
Soccer – Boys	Chris Nagy	Volunteer
Soccer – Boys	Tracey Nicolas	Volunteer
Soccer – Girls	Rocco Policare	\$3,500.00
Golf	Robert Pasternak	Volunteer
Golf	Brian McCall	Volunteer

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

C. Facilities

Items/Projects for Discussion

A. Facilities Committee Meeting Summary May 8, 2024

Surplus/Obsolete

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

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

D. Finance**Items/Projects for Discussion****A. Finance Committee Meeting Summary – May 1, 2024****2023-2024 Budget Timeline for the 2024-2025 School Year**

May 31, 2024 - *District Deadline* to adopt the 2024-2025 proposed final budget and upload the signed Certification of Use of PDE-2028 into the Consolidated Financial Reporting System application.

June 10, 2024 (20 days prior to final budget adoption deadline) – *District Deadline* to make the 2024-2025 Proposed Final Budget available for public inspection on PDE-2028.

June 20, 2024 (10 days prior to final budget adoption deadline) – *District Deadline* to offer public notice of its intent to adopt the 2024-2025 final budget.

Lakeside

1. Approve the agreement with Lakeside Youth Service for educational and therapeutic support services, rates per the attached agreement summary.

Buxmont

2. Approve the agreement with Buxmont Academy for 2 special education slots at a rate of \$214.54 per day for the 2024-2025 school year. Additional slots will be \$238.37 per day.

Hogan Learning

3. Approve the agreement with Hogan Learning Academy to provide education and related services at a rate of \$490 per student who is enrolled for the 2024-2025 school year.

Capstone Academy

4. Approve the 2024-2025 Tuition Agreement from Capstone Academy for student # 66018562266.

Revised Scoreboard Proposal – MTG*

5. Approve the attached revised Scoreboard proposal with Mobile Technology Graphics pending review and approval of the solicitor.

Engineering Proposal – Barry Isett*

6. Approve the attached proposal for engineering services for the Scoreboard project.

2024-2025 Budget *

7. Approve the 2024-2025 proposed budget, consistent with school code, in the amount of \$54,811,237.00, with \$_____ coming from the fund balance and a _____ millage increase. The millage rate will be _____. Inspection of the budget will only be done electronically via the district website.

The Finance Committee has recommended bringing forth a budget with a 5.3%, 2.65%, or 0% increase.

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 – *Vivian Demko & Cedric Dettmar*
(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. PSBA Representative – *Donald Carpenter*

J. New Business

K. Old Business

XV. Citizens’ Inquiries and Comments – *Visitors should state their name and address.*

XVI. Announcements

Future Meetings ~

May 28, 2024 – 7 pm – Business Meeting – High School Audion

June 11, 2024 – 7 pm – Business Meeting – High School Audion

XVII. 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, April 22, 2024, in the High School Audion. Present were Directors William Broun, Donald Carpenter (online), John Conte, Vivian Demko, Cedric Dettmar, Dr. Laurel Erickson-Parsons, Tracy Magnotta, Dr. Shamim Pakzad, and Jay Santos. Judith Riegel, Board Secretary; Mark Fitzgerald, District Solicitor; and Jaime Vlasaty, Superintendent.

- I. **Call to the Order** – 7:10 pm - *Dr. Shamim Pakzad, President, presiding*
- II. **Pledge of Allegiance**
- III. **Recording of Attendance** – *Judith Riegel, Board Secretary*
9-present, 0-absent
- IV. **Motion to Approve Agenda** – Director Conte, seconded by Director Erickson-Parsons, moved to approve the agenda. Vote: 9-yes, 0-no
- V. **Announcement of Executive Session** – Personnel Issue, Employment Agreements, and Security
- VI. **Approval of Minutes** – Director Conte, seconded by Director Santos, moved to approve the minutes of April 9, 2024, and corrected the minutes of March 12, 2024.
Vote: 9-yes, 0-no
- VII. **Recognition** – None
- VIII. **Presentation** – None
- IX. **Superintendent’s Report** – *Jaime Vlasaty, Superintendent*
The iTeam presented its video in the “What’s Cool About Manufacturing” competition. They won the Team Spirit Award for their video about Human Active Technology.
- X. **Courtesy of the Floor to Visitors – Agenda Items Only** – None
- XI. **Presentation of Bills** – *David Bonenberger*
 - A. General Expenditures – \$672,452.49
 - B. Cafeteria Expenditures – \$ 18,775.13
 - C. Health Benefits – \$247,271.27
 - D. Capital Projects – None

1. Approve the above Presentation of Bills.

Director Conte, seconded by Director Erickson-Parsons, moved to approve the Presentation of the Bills. Vote: 9-yes, 0-no

XII. Treasurer's Report – Donald Carpenter/David Bonenberger

- A. Cash Investment and Bond Activity
- B. Condensed Board Summary Report
- C. Budget Transfers – \$36,858.90
- D. Middle School Activity Report – None
- E. High School Activity Report – None

1. Approve the above Treasurer's Report.

Director Dettmar, seconded by Director Erickson-Parsons, moved to approve the Presentation of the Bills. Vote: 9-yes, 0-no

XIII. AGENDA ITEMS**A. Education**

- A. Special Education Plan – Jillian Brodhead

1. Approve the Special Education Plan as presented.

Director Santos, seconded by Director Conte, to approve Education Item #1.
Vote: 9-yes, 0-no

2. Approve an agreement with Capstone Academy for Extended School Year services for student # 6601856266.

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

3. Approve the first reading of the following policies:

707 – Use of School Facilities

707 AR1 – Use of Facilities - Rules and Regulations

707 AR2 – Use of Facilities – Fee Sheet

915 – School Affiliated Organizations

Director Conte, seconded by Director Dettmar, to approve Education Item #3.
Vote: 9-yes, 0-no

B. Personnel

1. Approve Beverly Hendricks as Food Service Director at a salary of \$70,000 with benefits per the current Act 93 Compensation & Benefits Plan, pending completion of employment paperwork.

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

2. Approve the following individuals as Athletic Workers retroactive to April 4, 2024:
 Margaret McGeehan - \$12.50/hour
 Kathleen Dettmar - Volunteer

3. Approve the changes to the following Compensation & Benefits Plans:
Act 93
Administrative Assistants
Food Service
Paraprofessionals
Technology

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

4. Approve the following paraprofessionals for providing Extended School Year support, July 1-25, 2024, Monday – Thursday, 8:15-11:45, \$20.56/hour:

Wendy Paz Andrade	Tamara Humphries
Gail Isbell	Jamie Frey
Judy Zimmerman	Carolina Rosa
Kim Barndt	Kelly Zawodny

5. Approve Ebony Rosa Nunes as a paraprofessional for the Extended School Year Program, at an hourly rate of \$20.56/hour, no benefits, pending completion of employment paperwork.

6. Approve Kaitlyn Denington for providing Extended School Year instruction, July 1-25, 2024, Monday – Thursday 8:15-11:45, \$45/hour, 4 days per week.

7. Approve unpaid intermittent FMLA for Maura Matuczinski from April 16, 2024 – May 31, 2024.

8. Approve the following Fall Athletic Head Coaches for the 2024-2025 school year:

Football	Anthony Brinkley	\$9,245.00
Golf	Tim Shook	\$3,900.00
Girls Tennis	Michael Krentz	\$4,500.00
Field Hockey	Mary Kathryn Omdahl	\$5,700.00
Volleyball	Harrison Henne	\$4,800.00
Cross Country	Edward Kolosky	\$4,000.00
Cheerleading	Tara Matus	\$3,000.00
Boys Soccer	Nik Nikolov	\$5,600.00
Girls Soccer	Trent Seibert	\$5,700.00
MS Football	Wil-Quon Clemons	\$3,600.00
MS Field Hockey	Kerry Mummello	\$3,200.00

9. Approve Cheryl Kittle as the Academic Discovery Program Advisor for the remainder of the 2023-2024 school year at a rate of \$45.00/hr.
10. Approve an Educational Sabbatical for Amanda Betz for the 2024-2025 school year.
11. Approve Ingrid Hill as a Food Service Substitute at an hourly rate of \$15.00, no benefits, effective upon completion of employment paperwork.

Director Conte, seconded by Director Erickson-Parsons, to approve Personnel Items #2, 4-11. Vote: 9-yes, 0-no, 1-abstain (Dettmar #2)

C. Facilities

- A. Facilities Committee Meeting Summary – April 10, 2024

No Agenda Items for Approval

D. Finance

- A. Finance Committee Meeting Summary – April 17, 2024

2023-2024 Budget Timeline for the 2024-2025 School Year

May 31, 2024 - *District Deadline* to adopt the 2024-2025 proposed final budget and upload the signed Certification of Use of PDE-2028 into the Consolidated Financial Reporting System application.

June 10, 2024 (20 days prior to final budget adoption deadline) – *District Deadline* to make the 2024-2025 Proposed Final Budget available for public inspection on PDE-2028.

June 20, 2024 (10 days prior to final budget adoption deadline) – *District Deadline* to offer public notice of its intent to adopt the 2024-2025 final budget.

1. Approve the contract with Mobile Technology Graphics for the rental of a Jumbotron for the May 31, 2024, Saucon Valley High School Class of 2024 Graduation Ceremony in the amount of \$12,906.50.
2. Approve the 2024-2025 agreement with the Caron Foundation for services.
3. Approve the attached PTS Agreement Addendum for Bi-Lingual School Psychologists.

Director Conte, seconded by Director Erickson-Parsons, moved to approve Personnel Items #2, 4-11. Vote: 9-yes, 0-no

E. Community Updates

- **Hellertown/Lower Saucon Chamber of Commerce** – *John Conte* – No Report
- **Saucon Valley Foundation for Educational Innovation** – *Tracy Magnotta* – No Report

F. Northampton Community College – *Susan Baxter* – No Report

G. Bethlehem Area Vo-Tech School – *Vivian Demko & Cedric Dettmar* – No Report

H. Colonial Intermediate Unit – *Dr. Shamim Pakzad* – No Report

Director Magnotta nominated Dr. Shamim Pakzad to serve as the Saucon Valley School District Representative to the Colonial Intermediate Unit 20 Board for a three-year term, from July 1, 2024, to June 30, 2027. Vote: 9-yes, 0-no

I. PSBA Representative – *Donald Carpenter* – on May 9th, the PSBA is holding a symposium on AI, and on May 8th, they are having a webinar on the Annual Safety Report the District must complete.

J. New Business

K. Old Business — Solicitor Fitzgerald informed the Board Members that updates to Title 9 regulations will be published in May.

XIV. Citizens’ Inquiries and Comments –

K. Nepomuceno – Asked about the District’s timeline for approving SAO fundraiser requests.

XV. Announcements

Future Meetings ~

May 14, 2024 – 7 pm – Business Meeting – High School Audion

May 28, 2024 – 7 pm – Business Meeting – High School Audion

XVI. Motion to Adjourn Meeting

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

Vote: 9-yes, 0-no

8:37PM

ATTEST _____

Secretary

President

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GF - FULTON BANK **Payment Dates:** 07/01/2023 - 06/30/2024

Transactions Dates: 05/15/2024 - 05/15/2024

Payment Categories: Regular Checks

Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
		AHOLD FINANCIAL SERVICES	10/3/2023 - FCS Blanket PO Giant Food Stores		1,094.37
		ALLAN D. JOHNSON JR.	SENIOR CITIZENS TAX REBATE		500.00
		BELMONT BEHAVORIAL HOSPITAL LLC.	SPEC ED NON-PUBLIC TUITION		150.00
		BERKS COUNTY INTERMEDIATE UNIT	PROFESSIONAL EDU SVC IU 5-12		1,147.05
		BETHLEHEM AREA SCHOOL DISTRICT	TUITION - OTHER LEA'S HS	TUITION - OTHER LEA'S MS	3,138.64
		BUS PARTS WAREHOUSE	SUPPLIES - TRANSPORTATION		644.19
		C.J. WAGNER BOWLING SUPPLIES	Custom Award-Academic Medals		187.50
		CCIU- CHESTER COUNTY IU	SPEC ED - OTHER PROF SERVICE		4,699.89
		Commercial Kitchen Repairs	REPAIRS & MAINT - MS		240.00
		CONSTANCE HAKAKAL	ATHLETICS DUES SWIMMING B VAR	ATHLETICS DUES SWIMMING G VAR	100.00
		DISTRICT XI WRESTLING COACHES ASSOCIATION	ATHLETIC DUES WRESTLING B JRHI	ATHLETICS DUES WRESTLING B JV	560.00
		DONNA BARNES	SENIOR CITIZENS TAX REBATE		500.00
		EDWARD GROSS	SENIOR CITIZENS TAX REBATE		250.00
		ELIZABETH ZELLNER	SENIOR CITIZENS TAX REBATE		250.00
		ENTERTAINMENT SERVICES GRP INC	RENTAL OF EQUIP - SPC ACT 9-12		140.00
		ESTATE OF PEARL KINIUK	SENIOR CITIZENS TAX REBATE		250.00
		FRANK LATASSA	SENIOR CITIZENS TAX REBATE		650.00
		GAMEBREAKER	helmet for NG		160.21
		HALE TRAILER BRAKE & WHEEL INC	Supplies/Repair of Equipment		110.18

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

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GF - FULTON BANK **Payment Dates:** 07/01/2023 - 06/30/2024

Transactions Dates: 05/15/2024 - 05/15/2024

Payment Categories: Regular Checks

Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
		HELLERTOWN BOROUGH AUTHORITY	WATER & SEWER		6,750.95
		HOME DEPOT CREDIT SERVICES	SUPPLIES - ARTS AND THEATRE		731.75
		Howard Refrigeration & A/C Co.	REPAIRS & MAINTENANCE		675.50
		ISABELLA LATASSA	SENIOR CITIZENS TAX REBATE		250.00
		Joanne Mihulec-Sheetz	SENIOR CITIZENS TAX REBATE		250.00
		LOGAN KIRIPOSKI INC.	RENTAL OF EQUIPMENT	Rental	1,175.00
		LOWE AND MOYER GARAGE INC.	ADD FUNDS		367.12
		MESKO GLASS & MIRROR CO. INC.	REPAIRS & MAINT EQUIP		315.00
		PA TURNPIKE TOLL BY PLATE	TRAVEL - TRANSPORTATION		15.50
		PATRICK SMITH	SENIOR CITIZENS TAX REBATE		250.00
		PENNSYLVANIA ASSOC. OF SCHOOL BUSINESS OFFICIALS	STAFF DEV TRAINING		230.00
		PRISCILLA DELEON	SENIOR CITIZENS TAX REBATE		250.00
		ROBOLINK INC.	Drones and accessories for Library		719.97
		RSW/THE ROBE SHOP WORLDWIDE	SUPPLIES REGULAR 5-8		971.95
		Rug-Ed Products Inc.	Replacement iPad Cases		2,400.00
		SALISBURY TOWNSHIP SCHOOL DIST	TUITION-OTHER LEAs 5-8		3,530.40
		THE COLLEGE BOARD	College Board Membership Fees		400.00
		THE PENNSYLVANIA CYBER CHARTER SCHOOL	SPEC ED TUITION CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	44,153.32
		TRAMMEL TESTING, INC.	REPAIRS & MAINT EQUIP		950.00
		UPS SUPPLY CHAIN SOLUTIONS, INC.	SUPPLIES - BUSINESS OFFICE		10.19

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FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GF - FULTON BANK Payment Dates: 07/01/2023 - 06/30/2024

Transactions Dates: 05/15/2024 - 05/15/2024

Payment Categories: Regular Checks

Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
		VERIZON WIRELESS	TELEPHONE	COMMUNICATION - ATHLETICS	1,467.37
10 - GENERAL FUND					80,636.05
Grand Total All Funds					80,636.05
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					80,636.05
Grand Total Virtual Payments					0.00
Grand Total All Payments					80,636.05

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

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GF - FULTON BANK Payment Dates: 05/15/2024 - 05/15/2024

Payment Categories: Direct Deposits
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
D000001490	05/15/2024	21ST CENTURY CYBER CHARTER SCHOOL	SPEC ED TUITION CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	24,627.99 <i>D</i>
D000001491	05/15/2024	ABA SUPPORT SERVICES LLC	PROF SERVICES - MS L SUPPORT		46,294.15 <i>D</i>
D000001492	05/15/2024	AMAZON CAPITAL SERVICES	4/10/24 - SciEd Pilot	Amazon for Miss Kimball cooking class	3,256.85 <i>D</i>
D000001493	05/15/2024	AMBER LEA ZIEMBA SAMS	TRAVEL - CONF/SEM STAFF DEV		137.05 <i>D</i>
D000001494	05/15/2024	AMERICHEM	SUPPLIES - PLANT OPERATIONS		1,300.51 <i>D</i>
D000001495	05/15/2024	AMY BRAXMEIER	OTHER LIABILITIES		218.63 <i>D</i>
D000001496	05/15/2024	ARTS ACADEMY CHARTER SCHOOL	SPEC ED TUITION CHARTER SCHOOL		4,189.91 <i>D</i>
D000001497	05/15/2024	ARTS ACADEMY ELEMENTARY CHARTER SCHOOL	SPEC ED TUITION CHARTER SCHOOL		3,249.63 <i>D</i>
D000001498	05/15/2024	ASCENDANCE TRUCKS PENNSYLVANIA LLC	SUPPLIES - TRANSPORTATION		9,373.37 <i>D</i>
D000001499	05/15/2024	BACKUPIFY	TECHNOLOGY ADMIN LIC & FEES		400.50 <i>D</i>
D000001500	05/15/2024	BAVTS	VO-TECH TUITION 9-12		80,193.00 <i>D</i>
D000001501	05/15/2024	BAYADA HOME HEALTH CARE	PURCH PROF & TECH SVCS		1,511.25 <i>D</i>
D000001502	05/15/2024	CAPSTONE ACADEMY	SPEC ED NON-PUBLIC TUITION		9,242.28 <i>D</i>
D000001503	05/15/2024	CHRIN HAULING INC	DISPOSAL SVCS		4,700.00 <i>D</i>
D000001504	05/15/2024	CINTAS CORPORATION-#101	ADD FUNDS TO PO 24-084		89.92 <i>D</i>
D000001505	05/15/2024	CIRCLE OF SEASONS CHARTER SCHOOL	TUITION - CHARTER SCHOOLS		4,189.91 <i>D</i>
D000001506	05/15/2024	COLONIAL INTERMEDIATE UNIT #20	SPECIAL ED IU CONTRACTED SVCS		71,353.89 <i>D</i>
D000001507	05/15/2024	Complete Document Solutions, PA, LLC	PRINTING & BINDING		1,632.01 <i>D</i>
D000001508	05/15/2024	CRITICAL RESPONSE PROTECTION GROUP LLC	SECURITY SERVICES - DISTRICT		12,491.34 <i>D</i>
D000001509	05/15/2024	David S Coyle	DRIVER PHYSICALS		147.50 <i>D</i>

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

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GF - FULTON BANK Payment Dates: 05/15/2024 - 05/15/2024

Payment Categories: Direct Deposits
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
D000001510	05/15/2024	DEBORAH KIMBALL	SUPPLIES - CONSUMER ED 9-12		982.72 <i>D</i>
D000001511	05/15/2024	DECKER EQUIPMENT/SCHOOL FIX	SUPPLIES - PLANT OPERATIONS		181.29 <i>D</i>
D000001512	05/15/2024	DONOVAN GROUP II	OTHER PROF SERV - SUP OFC		3,750.00 <i>D</i>
D000001513	05/15/2024	EAS WATER COFFEE PAPER	MAINT SUPPLIES - HS	SUPPLIES - TRANSPORTATION	571.96 <i>D</i>
D000001514	05/15/2024	EI US LLC	SPEC ED - OTHER PROF SERVICE		667.81 <i>D</i>
D000001515	05/15/2024	EVERDRIVEN TECHNOLOGIES LLC	Transportation Cont Carriers		14,900.68 <i>D</i>
D000001516	05/15/2024	EXECUTIVE EDUCATION ACADEMY CHARTER SCHOOL	TUITION - CHARTER SCHOOLS		8,821.55 <i>D</i>
D000001517	05/15/2024	FOLLETT CONTENT SOLUTIONS LLC	Books for Library		783.18 <i>D</i>
D000001518	05/15/2024	FOX ROTHSCHILD LLP	SOLICITOR RETAINER		11,500.00 <i>D</i>
D000001519	05/15/2024	GENERAL HEALTHCARE RESOURCES LLC	L SUPPORT OTHER PROF SERVICES	SPEC ED - OTHER PROF SERVICE	7,218.97 <i>D</i>
D000001520	05/15/2024	GLENN R. BROWN	ATTEND-OTHER PROF SERV		116.75 <i>D</i>
D000001521	05/15/2024	GRAINGER	Supplies		68.98 <i>D</i>
D000001522	05/15/2024	HILLENDALE ASSOCIATES, INC.	HEALTH INSURANCE EXPENSE PAYAB		1,260.00 <i>D</i>
D000001523	05/15/2024	INSIGHT PA CYBER CHARTER SCHOOL	TUITION - CHARTER SCHOOLS		2,793.27 <i>D</i>
D000001524	05/15/2024	INTEGRITEC INC.	Repair/Maintenance Equipment		465.00 <i>D</i>
D000001525	05/15/2024	J.C. EHRLICH	REPAIRS & MAINTENANCE		560.87 <i>D</i>
D000001526	05/15/2024	JOHNSTONE SUPPLY	Supplies		225.66 <i>D</i>
D000001527	05/15/2024	KAELA BITTING	SUPPLIES - ACTIVITIES 9-12	TRAVEL- CONFERENCES/SEMINARS	472.78 <i>D</i>
D000001528	05/15/2024	KEYSTONE FIRE AND SECURITY	REPAIRS & MAINTENANCE		687.00 <i>D</i>
D000001529	05/15/2024	LARA McCARTHY	INSTR PRG OUTSIDE - OTR PROF SVC - MS - COMP		180.00 <i>D</i>

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

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GF - FULTON BANK Payment Dates: 05/15/2024 - 05/15/2024

Payment Categories: Direct Deposits
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount	
D000001530	05/15/2024	LEHIGH VALLEY ACADEMY REGIONAL CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	SPEC ED TUITION CHARTER SCHOOL	62,309.68	D
D000001531	05/15/2024	LINDE GAS & EQUIPMENT INC.	Supplies		112.53	D
D000001532	05/15/2024	LISA MICHELLE BASARA	TRANSP - CONTRACT CARRIERS - COMP ED		3,600.00	D
D000001533	05/15/2024	MICROBAC LABORATORIES INC.	Repair/Maintenance Equipment		332.64	D
D000001534	05/15/2024	MOTIVATE ME APPAREL & CUSTOM PRINTING	SUPPLIES - ACTIVITIES 5-8		1,005.50	D
D000001535	05/15/2024	MUSIC & ARTS	Blanket P.O. Instrument repairs for Band		343.00	D
D000001536	05/15/2024	MUSIC & ARTS	7/10/2023 - Blanket PO, Supplies 5/6 Band	7/10/2023 - Blanket PO for School Instrument Repair	1,342.36	D
D000001537	05/15/2024	Nikolai Nikolov	RETIREMENT W/H PAYABLE		343.75	D
D000001538	05/15/2024	NORTH EAST PARTS GROUP LLC.	Supplies		923.68	D
D000001539	05/15/2024	NORTHAMPTON COMMUNITY COLLEGE	NCC COMTY COLLEGE PAYMENT		23,301.75	D
D000001540	05/15/2024	NORTHEAST JANITORIAL SUPPLY	SUPPLIES - PLANT OPERATIONS		324.00	D
D000001541	05/15/2024	PEDIATRIC THERAPEUTIC SERVICES INC.	PROF SVCS		42,563.90	D
D000001542	05/15/2024	PENNSYLVANIA LEADERSHIP CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	SPEC ED TUITION CHARTER SCHOOL	19,525.35	D
D000001543	05/15/2024	PENNSYLVANIA VIRTUAL CHARTER	SPEC ED TUITION CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	6,042.91	D
D000001544	05/15/2024	PP & L ELECTRIC UTILITIES	ELECTRIC - PLANT OPERATIONS		37,318.20	D
D000001545	05/15/2024	PRINTFORCE LLC.	PRINTING & BINDING PRINC 9-12		410.25	D
D000001546	05/15/2024	PTS PROVIDERS, INC.	PLANT OP COMMUNICATIONS - MS	PLANT OP COMMUNICATIONS - HS	297.00	D
D000001547	05/15/2024	QUADIENT LEASING USA INC.	RENTAL POSTAGE MACHINE		975.00	D
D000001548	05/15/2024	QUINCY COMPRESSOR LLC	REPAIRS & MAINTENANCE		21,851.00	D
D000001549	05/15/2024	RACEWAY CHEVROLET	SUPPLIES - TRANSPORTATION		290.03	D

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

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GF - FULTON BANK Payment Dates: 05/15/2024 - 05/15/2024

Payment Categories: Direct Deposits
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
D000001550	05/15/2024	Raymond D Gormley	DRIVER PHYSICALS		104.61 <i>D</i>
D000001551	05/15/2024	RICHARD WALTER KUHNS	DRIVER PHYSICALS		147.50 <i>D</i>
D000001552	05/15/2024	RIDDELL ALL AMERICAN SPORTS CORP	SUPPLIES FOOTBALL VARSITY	SUPPLIES FOOTBALL JV	9,343.69 <i>D</i>
D000001553	05/15/2024	Saucon True Value	Supplies		750.06 <i>D</i>
D000001554	05/15/2024	SCENARIO LEARNING LLC.	EDUC SOFT & LIC - BUS OFC		4,070.30 <i>D</i>
D000001555	05/15/2024	SPANGLER & BOYER MECHANICAL INC.	REPAIRS & MAINT - HS		1,029.12 <i>D</i>
D000001556	05/15/2024	STEM LAWN CARE	Lawn Maintenance		7,375.00 <i>D</i>
D000001557	05/15/2024	STEVE WEISS MUSIC	Band supplies from Grant Money		2,658.95 <i>D</i>
D000001558	05/15/2024	SUN LIFE ASSURANCE COMPANY OF CANADA	ASSURANT VOL LIFE INS W/H		1,177.08 <i>D</i>
D000001559	05/15/2024	SUPERIOR AUTO SERVICE CO. INC.	REPAIRS & MAINT EQUIP		43.40 <i>D</i>
D000001560	05/15/2024	THE LEHIGH VALLEY CHARTER H.S. FOR THE ARTS INC.	TUITION - CHARTER SCHOOLS	SPEC ED TUITION CHARTER SCHOOL	29,758.15 <i>D</i>
D000001561	05/15/2024	THE STEPPING STONES GROUP LLC	LEARN SUPPT - PROF SVC - PCCD - MS - MTHL		1,876.56 <i>D</i>
D000001562	05/15/2024	TOMLINSON BOMBERGER	Seeding & Aeration all Fields		752.00 <i>D</i>
D000001563	05/15/2024	TuWay Communications	New Equipment		1,296.84 <i>D</i>
D000001564	05/15/2024	UGI UTILITIES INC.	NATURAL GAS - PLANT OPERATIONS		81.10 <i>D</i>

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

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GF - FULTON BANK Payment Dates: 05/15/2024 - 05/15/2024

Payment Categories: Direct Deposits
Sort: Payment Number

10 - GENERAL FUND	618,485.05
Grand Total All Funds	618,485.05
Grand Total Credit Cards	0.00
Grand Total Direct Deposits	618,485.05
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	0.00
Grand Total Virtual Payments	0.00
Grand Total All Payments	618,485.05

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

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: CP - CAFE - PLGIT Payment Dates: 05/15/2024 - 05/15/2024

Payment Categories: Regular Checks
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
		AMAZON CAPITAL SERVICES	SUPPLIES		85.98
		GOLD STAR FOODS, INC.	FOOD		385.64
		HERSHEY'S CREAMERY COMPANY	FOOD		831.52
		PENN JERSEY PAPER CO. LLC	SUPPLIES		1,308.57
		POCONO MOUNTAIN DAIRIES	MILK	FOOD	5,574.81
		ROCKLAND BAKERY INC.	FOOD		770.75
		ROSEMARY BROADHEAD	PREPAID LUNCHES		100.00
		SINGER EQUIPMENT COMPANY	SUPPLIES		906.23
		SYSCO OF CENTRAL PA	FOOD		24,960.07
		THE AMERICAN BOTTLING COMPANY	FOOD		500.00
50 - CAFETERIA					35,423.57
Grand Total All Funds					35,423.57
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					35,423.57
Grand Total Virtual Payments					0.00
Grand Total All Payments					35,423.57

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

**SAUCON VALLEY SCHOOL DISTRICT
BUSINESS OFFICE**

BUDGETARY TRANSFER FORM
2023-2024

Date: May 14, 2024

		TRANSFER AMOUNT		ACCOUNT TITLE	REASON FOR TRANSFER	
ACCOUNT #		IN	OUT			
1	TO	10-2690-430-000-20-000-000-000-0000	8,200.04		REPAIRS & MAINT - MS	BALANCE ACCOUNT
	FROM	10-2690-610-000-00-000-000-000-0000		8,200.04	SUPPLIES - PLANT OPERATIONS	TRANSFER OF FUNDS
2	TO	10-1241-610-000-10-000-000-000-0000	1,000.00		SUPPLIES - ACAD SUPPORT K-4	BALANCE ACCOUNT
	FROM	10-1241-640-000-10-000-000-000-0000		1,000.00	BOOKS & PERIOD ACAD SUPP K-4	TRANSFER OF FUNDS
3	TO	10-2380-442-000-30-000-000-000-0000	2,510.50		LEASE COPY MACHINE PRIN OFFC	BALANCE ACCOUNT
	FROM	10-2380-610-000-30-000-000-000-0000		2,510.50	SUPPLIES - PRINCIPAL 9-12	TRANSFER OF FUNDS
4	TO	10-2380-330-000-30-000-000-000-0000	10,396.00		CONTRACTED SERVICE 9-12	BALANCE ACCOUNT
	FROM	10-2380-610-000-30-000-000-000-0000		10,396.00	SUPPLIES - PRINCIPAL 9-12	TRANSFER OF FUNDS

Total Transfer: \$ 22,106.54

SAUCON VALLEY MIDDLE SCHOOL
 FINANCIAL REPORTS
 FEBRUARY 29, 2024
 CLUB ACCOUNT FUND

BEGINNING BALANCE	30,675.14
INCOME	318.27
EXPENSES	7,302.46
ENDING BALANCE	23,690.95

CLUB ACCOUNT	ENDING BALANCE
ART CLUB	19.30
BAND	(177.31)
CHEERLEADING	628.77
CHORUS	3,900.39
COMMUNITY SERVICE	388.63
GIRLS VOLLEYBALL	4,752.29
HONOR SOCIETY	373.68
I-TEAM	12.44
KNITTING CLUB	267.71
MATH COUNTS	0.00
ODYSSEY OF THE MIND	2.61
READING OLYMPICS	0.00
SEAPEARCH/ROBOTICS	1,445.62
SKI CLUB	808.71
STUDENT COUNCIL	1,089.69
YEARBOOK	3,222.85
5TH GRADE	577.31
6TH GRADE	2,659.52
7TH GRADE	3,208.04
8TH GRADE	373.58
INTEREST	137.12
TOTALS	\$ 23,690.95

Dr. Lensi Nikolav
 Principal

SAUCON VALLEY MIDDLE SCHOOL
 FINANCIAL REPORTS
 MARCH 31, 2024
 CLUB ACCOUNT FUND

BEGINNING BALANCE	\$	23,690.95
INCOME		15.22
EXPENSES		-
ENDING BALANCE	\$	23,706.17

CLUB ACCOUNT	ENDING BALANCE
ART CLUB	19.30
BAND	(177.31)
CHEERLEADING	628.77
CHORUS	3,900.39
COMMUNITY SERVICE	388.63
GIRLS VOLLEYBALL	4,752.29
HONOR SOCIETY	373.68
I-TEAM	12.44
KNITTING CLUB	267.71
MATH COUNTS	-
ODYSSEY OF THE MIND	2.61
READING OLYMPICS	-
SEAPEARCH/ROBOTICS	1,445.62
SKI CLUB	808.71
STUDENT COUNCIL	1,089.69
YEARBOOK	3,222.85
5TH GRADE	577.31
6TH GRADE	2,659.52
7TH GRADE	3,208.04
8TH GRADE	373.58
INTEREST	152.34
TOTALS	\$ 23,706.17

Dr. Lensi Nikolov
 Principal

SAUCON VALLEY MIDDLE SCHOOL
 FINANCIAL REPORTS
 APRIL 30, 2024
 CLUB ACCOUNT FUND

BEGINNING BALANCE	\$	23,706.17
INCOME		1,214.42
EXPENSES		374.08
ENDING BALANCE	\$	24,546.51

CLUB ACCOUNT	ENDING BALANCE
ART CLUB	19.30
BAND	(177.31)
CHEERLEADING	628.77
CHORUS	3,598.32
COMMUNITY SERVICE	388.63
GIRLS VOLLEYBALL	4,752.29
HONOR SOCIETY	373.68
I-TEAM	12.44
KNITTING CLUB	267.71
MATH COUNTS	-
ODYSSEY OF THE MIND	2.61
READING OLYMPICS	-
SEAPEARCH/ROBOTICS	1,445.62
SKI CLUB	808.71
STUDENT COUNCIL	2,102.36
YEARBOOK	3,222.85
5TH GRADE	577.31
6TH GRADE	2,659.52
7TH GRADE	3,324.04
8TH GRADE	373.58
INTEREST	166.08
TOTALS	\$ 24,546.51

Lensi Nikolov
 Principal

SAUCON VALLEY HIGH SCHOOL
 FINANCIAL REPORTS
 MARCH 31, 2024
 CLUB ACCOUNT FUND

BEGINNING BALANCE	\$	69,262.41
INCOME		4,922.69
EXPENSES		9,640.74
ENDING BALANCE	\$	64,544.36

CLUB ACCOUNT	ENDING BALANCE
AEVIDUM	298.01
BAND	2,297.49
BIG PANTHERS / LITTLE PANTHERS	3,758.00
CALCULUS CLUB	104.43
CHORUS	727.00
CLASS OF 2022	585.01
CLASS OF 2023	44.83
CLASS OF 2024	5,316.40
CLASS OF 2025	67.76
CLASS OF 2026	4,011.85
CLASS OF 2027	2,570.87
COMPETITION CHEERLEADING	1,586.08
DANCE TEAM	2,224.79
DRAMA CLUB	1,142.10
ENVIRONMENTAL CLUB	445.66
FBLA	6,892.04
FCCLA	955.01
FOREIGN LANGUAGE	538.80
GLOBAL SCHOLARS	174.50
GSA	47.97
NAT'L HONOR SOCIETY	4,040.98
LEO CLUB	770.11
MINI-THON	2,913.20
MODEL UN	321.72
NEWSPAPER	158.75
PAINTBALL	50.55
PHOTOGRAPHY CLUB	537.81
READING TEAM	300.85
ROBOTICS CLUB	10,471.16
RUGBY CLUB	689.68
SADD	136.50
SGA - STUDENT STORE	5,403.41
SKI CLUB	1,132.91
SMASH-VIDEO CLUB	24.08
SPIRIT COUNCIL	98.00
STEM	585.69
UNICEF	429.82
YEARBOOK	2,380.64
INTEREST	309.90
TOTALS	64,544.36

Teresa Casimire
Principal

Teresa Casimire
4/24/24

SAUCON VALLEY HIGH SCHOOL
 FINANCIAL REPORTS
 APRIL 30, 2024
 CLUB ACCOUNT FUND

BEGINNING BALANCE	\$	64,544.36
INCOME		25,868.34
EXPENSES		26,834.23
ENDING BALANCE	\$	63,578.47

CLUB ACCOUNT	ENDING BALANCE
AEVIDUM	298.01
BAND	2,117.49
BIG PANTHERS / LITTLE PANTHERS	2,822.50
CALCULUS CLUB	104.43
CHORUS	727.00
CLASS OF 2022	585.01
CLASS OF 2023	44.83
CLASS OF 2024	5,316.40
CLASS OF 2025	1,470.96
CLASS OF 2026	4,011.85
CLASS OF 2027	2,570.87
COMPETITION CHEERLEADING	1,586.08
DANCE TEAM	2,224.79
DRAMA CLUB	1,142.10
ENVIRONMENTAL CLUB	445.66
FBLA	6,428.71
FCCLA	851.47
FOREIGN LANGUAGE	538.80
GLOBAL SCHOLARS	174.50
GSA	47.97
NAT'L HONOR SOCIETY	4,183.48
LEO CLUB	1,165.26
MINI-THON	2,913.20
MODEL UN	321.72
NEWSPAPER	158.75
PAINTBALL	50.55
PHOTOGRAPHY CLUB	537.81
READING TEAM	260.85
ROBOTICS CLUB	10,249.22
RUGBY CLUB	689.68
SADD	136.50
SGA - STUDENT STORE	4,397.52
SKI CLUB	1,132.91
SMASH-VIDEO CLUB	24.08
SPIRIT COUNCIL	98.00
STEM	585.69
UNICEF	429.82
YEARBOOK	2,380.64
INTEREST	353.36
TOTALS	63,578.47

Teresa Casimire
Principal

Saucon Valley School District

Policy

Title - 137 Home Education ~~Program~~[Instruction](#)

Section - Programs

Adopted - October 24, 2005

Revised - ~~March 27, 2018~~

Content

Purpose

The Saucon Valley School District is responsible to certify that each school age resident of the school district is enrolled in a program of instruction which is deemed satisfactory by the district's Superintendent of Schools. Accordingly, the district must be responsible to ensure that instruction provided [through a home education program](#) ~~in an in-home learning situation~~ meets standards approved by the Superintendent [and complies with state law](#).

This policy statement shall apply to those instances in which a parent/guardian wishes to provide home education [program](#) as an alternative to regular attendance in a public or private school for a child of compulsory school age.

This policy shall not be construed to apply to instances where homebound instruction by school district personnel is required for students unable to attend school.

Authority

The Saucon Valley School District will permit a home education program after the district Superintendent or his/her designee receives appropriate documentation and assurances that a home education program will occur/is occurring in accordance with state law and regulations.

[The District authorizes the Superintendent or his/her designee to develop Administrative Regulations to implement this Policy.](#)

Definitions

Home Education Program - a program conducted in compliance with law by the parent/guardian or person having legal custody of a child. A home education program shall not be considered a nonpublic school under the provisions of law.

Hearing Examiner - shall not be an officer, employee or agent of the Department of Education or of the school district or intermediate unit of residence of the child in the home education program.

Appropriate Education - a program consisting of instruction in the required subjects for the time required by law and in which the student demonstrates sustained progress in the overall program.

“Supervisor” shall mean the parent or guardian or such person having legal custody of the child or children who shall be responsible for the provision of instruction, provided that such person has a high school diploma or its equivalent.

Eligibility/Affidavit

The parent/guardian must submit a written statement to the Superintendent requesting authorization to educate a child or children in the home.

The child's parent/guardian or legal custodian who will provide instruction to the child shall file with the Superintendent or his/her designee a completed notarized affidavit and required documents for his/her review prior to commencing home education and annually thereafter on or before August 1. The affidavit shall address those issues and provide assurances as required by the Public School Code and Department of Standards and Regulations. A copy of the affidavit is attached to this policy.

The parent/guardian must adhere to and complete all requirements listed herein and required by law. Signing the affidavit constitutes the parent/guardian acceptance of responsibility for fulfilling these requirements.

The nature, content, and extent of all such home instruction must be reviewed yearly and approved by the Superintendent of the Saucon Valley School District or his/her designee before instruction can begin. Approval will be granted for only one (1) school year.

Home schooling less than one (1) year will not replace a failing grade or average. Students who have a failing grade will not be promoted to the next grade or given credit for course work completed during home schooling for a period of less than one (1) school year. Grade level placement and credits will be reevaluated upon reenrollment and is at the discretion of the building administrator.

End of Year

At the end of each school year, there will be a review of the year just completed to determine the student's progress by a qualified home education evaluator.

While the school district does not review or collect portfolios, the following is still collected:

1. the affidavit and its accompanying documentation,
2. the evaluation by a qualified home education evaluator, and
3. the name of evaluator for each student.

The evaluation by the home education evaluator is due by June 30th following each school year. Home education programs can be challenged in a hearing initiated by the school district if there is evidence that an appropriate education is not occurring, which may include, but is not limited to, the failure to submit to the District documents required under this Policy or by law.

Curriculum

The curriculum must include the planned courses which the district requires students to study in the grade level which will be taught at home.

Educational objectives by subject for each child in home education programs shall be included with each affidavit. All sSubjects shall be taught in the English language.

At a minimum, the following courses (subjects) shall be taught at the elementary school level: English, to include spelling, reading, and writing; arithmetic; science; geography; history of the United States and Pennsylvania; civics; safety education, including regular and continuous instruction in the dangers and prevention of fires; health and physiology; physical education; music; and art.

At a minimum, the following courses (subjects) shall be taught at the secondary level: English, to include language, literature, speech and composition; science; geography; social studies, to include civics, world history, history of the United States and Pennsylvania; mathematics, to include general mathematics, algebra and geometry; art; music; physical education; health and safety education, including regular and continuous instruction in the dangers and prevention of fires. Such courses may include economics; biology; chemistry; foreign languages; trigonometry; or other age appropriate courses required by the State Board of Education.

Textbooks, Workbooks, And Supplies

~~The district reserves the right to review basic instructional materials such as textbooks, workbooks, study guides, etc. which will be utilized in the home education program.~~

~~When available,~~ the district will, at the request of the supervisor, lend to the home education program copies of the school district's planned courses, textbooks, and other curriculum materials, appropriate to the student's age and grade level. To receive such materials, the parent/guardian must pay a deposit of fifty dollars (\$50.00) per grade level and sign out all such materials. All materials shall be returned to the building principal one (1) week after the close of the school year and/or prior to withdrawal from the program and/or prior to relocation out of the district. When the materials are returned, the fifty dollar (\$50.00) deposit will be refunded. A supervisor borrowing materials pursuant to this section shall agree prior to receipt of any materials to reasonable conditions established by the district for the use of materials which require their return in good condition, reasonable wear and tear excepted. There will be a charge for reusable materials not returned and/or damaged.

Instruction level

The District reserves the right to have the student evaluated by the school psychologist or other trained personnel to determine the student's mental ability and achievement levels.

Qualification Of Supervisor

Supervisor shall be the parent/guardian or such person having legal custody of the child or children who shall be responsible for the provision of instruction, provided that such person has a high school diploma or its equivalent.

Minimum Instruction Period

Home education instruction must take place a minimum of one hundred eighty (180) days each school year. Instruction must be conducted for a minimum of five (5) hours each school day for the elementary level in compliance with the state minimum of nine hundred (900) hours per year. Secondary level students must receive instruction for a minimum of five and one-half (5 ½) hours each school day in compliance with the nine hundred ninety (990) hour minimum for that level.

Attendance

A daily attendance register (log) shall be maintained by the supervisor of the home education program. It shall reflect the days and/or hours of instruction and specific activities used in instruction. The attendance register is to be included in the portfolio.

Students With A Disability

Section 1327 provides that a home education program meets the compulsory attendance requirement for students identified as handicapped only when the program addresses the specific needs of the student with a disability and is approved by a licensed clinical or certified psychologist or a teacher with a valid certificate from the Commonwealth to teach special education. Written notice of such approval must be submitted with the notarized affidavit.

The supervisor may request that the school district or intermediate unit of residence provide services that address the specific needs of a student with a disability.

When the provision of services is agreed to by both the supervisor and the school district or intermediate unit, all services shall be provided in the public schools or in a private school licensed to provide such programs and services.

Health/Medical Requirements

The parent/guardian must comply with all Department of Health regulations and requirements regarding immunizations and dental, physical, vision, hearing, etc., examinations. The parent/guardian is responsible for assuming the costs incurred through completing these requirements, or for bringing the student to school to receive these services. Documentation is to be included with affidavit.

Testing

Results of standardized tests for each child in grades three, five, and eight –

Achievement tests are mandatory for students at those grade levels where PSSA tests are given, except for grade 11, and may include public state-wide administered tests or the results obtained on one of the "nationally normed standardized tests" approved by the Pennsylvania Department of Education.

Approved tests are:

1. Iowa Test of Basic Skills.
2. California Achievement Test.
3. Stanford Achievement Test.
4. Metropolitan Achievement Test.
5. Science Research Associates.
6. Comprehensive Test of Basic Skills.

The supervisor shall ensure that the nationally normed standardized tests or state-wide tests are not administered by the child's parent/guardian. Requests by a home education supervisor to have children tested with students within Saucon Valley School District shall be made in a separate letter and forwarded with the affidavit.

Parents/Guardians will be responsible for transporting their child to the public school of residence on the days when standardized testing is being administered. Dates of these tests will be provided by the building principal upon request. Under no circumstances shall the Saucon Valley School District release the test for private administration.

Credit And Graduation

The school district will not grant credit for courses completed at home and will neither promote, advance, nor graduate students who complete a series of courses through home education. If such credit is requested upon return to Saucon Valley School District, student(s) may be required to take any and all examinations normally administered by the teachers of such courses as part of an evaluation process. Credit may be full, partial, or withheld for student(s), as determined by the Superintendent, and based upon these evaluations.

Diploma

A Saucon Valley School District diploma will also be issued if a home education student returns for both junior and senior years and successfully completes the core curriculum requirements of math, English, science and physical education for both years, and a total of sixteen (16) credits.

Returning students must have successfully met all home education requirements prior to request for enrollment.

Grade Point Average And Class Rank

Grade Point Average of home education students who return for both junior and senior year will not be calculated for class rank or salutatorian/valedictorian status.

Use Of School Facilities

Part-time participation in in-school activities outside of the basic skill area and use of school instruction program will be allowed on the same basis and subject to the same conditions as those students in full-time attendance in the district. Participation in such activities will be scheduled by the principal. The parent/guardian shall provide any transportation required for such participation.

Costs Of Home Education

All direct and indirect costs of home instruction will be borne by the parent/ guardian.

Termination Of Home Education

Either the parent/guardian or the school district may terminate the in-home instruction if it is determined that the student is not making reasonable learning progress. [Should the home education program be terminated by the District over the Parents'/Guardians objection, the Parent/Guardian shall be provided a hearing before a Hearing Examiner before the program is terminated, as required by the School Code.](#)

Homeschool and Vocational Education

High School students that are home schooled under the School Code Section 13--1327.1 may attend the vocational--technical school at District expense under the following guidelines:

1. Interested students must be complete an enrollment request form that shall be available at the High School building [and meet the eligibility criteria or their equivalent.](#) [In addition, interested students must meet the prerequisite criteria or their equivalent and, if accepted into said program, agree to comply with all policies, rules, and regulations as other district students participating in said program.](#)
2. Enrollment shall be contingent upon available space at the vocational- technical school
3. In the event space is available and student completes the necessary enrollment documents, transportation shall be available from the high school to the vocational-technical school based on a pre-established bus schedule as determined by Administration [if space is available.](#)

Homeschool and Participation in Extracurricular Activities

Students who are enrolled in a home school program and District residents shall be permitted to participate in any activity open to district students, including, but not limited to, clubs, musical ensembles, athletics, and theatrical productions, provided that the Student (1) meets the eligibility criteria required for students enrolled in the District, (2) meets the tryout criteria for participation in the activity applicable to students enrolled in the district, and (3) complies with all policies, rules, and regulations governing the organization of the activity.

Homeschool and Participation in Cocurricular Activities and Academic Courses

Students who are enrolled in a home school program and District residents shall be permitted to participate in any cocurricular activity that merges extracurricular activities with a required academic course, including band, orchestra, or choir, and/or academic courses provided that the Student (1) meets the eligibility criteria for students enrolled in the District for the class, (2) Student meets prerequisite criteria applicable to students enrolled in the District for the class, (3) Student complies with all policies, rules, and regulations of the District applicable, and (4) the total number of classes shall not exceed one-quarter of the school day for full-time students. For any student who participates in a cocurricular activity and/or academic course, Student shall be provided a grade for said class and the grade shall be provided to the Supervisor. Parent/Guardian shall be responsible for transporting said students to school, except that Students shall be permitted to utilize an already operating bus route, provided that space is available. To the extent that a student takes more than one class during the school day, the classes must be consecutive, or Parent/Guardian must agree to supervise the child between classes.

Homeschool and Participation in Other Activities

Nothing in this Policy shall permit students who are enrolled in a home school program to participate in school sponsored field trips, unless that field trip is part of an academic course or extracurricular activity for which the student is eligible and enrolled as provided for by this Policy or it is a trip that students in academic course or extracurricular activity who are enrolled in the District for all classes are permitted to attend. In addition, nothing in this Policy shall permit students who are enrolled solely in a home school program to participate in other school activities, such as dances, to the extent participation in the same is limited to students who are enrolled in the District.

Change of School District

When hHome school students moving ~~in to~~into the District ~~a new district~~ during the school year from another district, the parent must request a letter of transfer from the district they are moving from and present it to the ~~D~~istrict ~~they are entering~~ to show that their program of studies had been approved and they are in compliance with mandatory education and attendance laws and regulations. The parents must also submit all of the necessary paperwork to the ~~District~~~~a new district~~ required by this Policy for their home school program, such as the affidavit, curriculum,

appropriate medical/dental paperwork unless exempt then a letter by the parent should be written stating reason for exemption.

References:

School Code -24 P.S. Sec. 111, 1327, 1327.1

State Board of Education Regulations - 22 PA Code Chapter 4, Sec. 11.31a

Board Policy - 203, 209

ADMINISTRATIVE REGULATION

APPROVED:

REVISED:

137-AR-0. HOME EDUCATION PROGRAM REQUIREMENTS

Eligibility/Affidavits

A notarized affidavit of the parent/guardian or person having legal custody of the child or children shall be filed with the Superintendent prior to commencement of the home education program and annually thereafter on **or before August 1**. The affidavit will include:

1. Name of the supervisor of the home education program responsible for providing instruction.
2. Name and age of each child participating in the home education program.
3. Address and telephone number of the home education program site.
4. **Affirmation** that subjects required by law are offered in the English language, including an outline of proposed education objectives by subject area.
5. Evidence, **with documentation attached to the affidavit**, that the child has received required immunizations and the health and medical services required for students of the child's age or grade level, **unless the child has a documented medical or religious exemption**.
6. An acknowledgment that the home education program will comply with applicable law.
7. A certification signed by the supervisor that the supervisor, all adults living in the home and persons having legal custody of a child or children in the home education program have not been convicted of criminal offenses enumerated in section 11 l(e) of the PA School Code within five (5) years immediately preceding the date of the affidavit.
8. If a child in the home education program has been identified as a student with a disability in need of special education services, the affidavit must also include written approval from a teacher with a valid Pennsylvania certificate to teach special education, a licensed clinical psychologist or a certified school psychologist that the program addresses the specific needs of the student.

A copy of the required Affidavit is attached to Board Policy 137 and this AR. Upon receipt of the same, the Superintendent or his/her designee shall complete and sign the applicable portion of the Checklist/Coversheet attached to this AR.

Instructional Program

A student enrolled in a home education program meets the compulsory school attendance requirements if the program provides a minimum of 180 days of instruction, or 900 hours of instruction per year at the elementary level, or 990 hours per year at the secondary level.

At the elementary level, the following courses **must** be taught **in the home education program**: English, to include spelling, reading and writing; arithmetic; science; geography; history of the United States and Pennsylvania; civics; safety education, including regular and continuous instruction in the dangers and prevention of fires; health and physiology; physical education; music; and art.

At the secondary level, the following courses must be taught **in the home education program**: English, to include language, literature, speech and composition; science; geography; social studies, to include civics, world history, history of the United States and Pennsylvania; mathematics, to include general mathematics, algebra and geometry; art; music; physical education; health; and safety education, including regular and continuous instruction in the dangers and prevention of fires.

Courses of study **at the secondary level** may include, at the discretion of the supervisor: economics; biology; chemistry; foreign languages; trigonometry; or other age-appropriate courses contained in Chapter 4 of the State Board of Education Regulations.

To the extent that a Supervisor wishes to request textbooks, workbooks and/or supplies as permitted under applicable law and Policy 137, they may make this request through the attached Form.

Student Portfolio and Evaluations

In order to demonstrate that appropriate education is occurring, the supervisor of the home education program will provide and maintain on file **a portfolio of records and materials and an annual written evaluation stating whether an appropriate education has occurred for each student.**

The portfolio will consist of a log, made contemporaneously with the instruction, which designates by title the reading materials used; samples of any writings, worksheets, workbooks or creative materials used or developed by the student; and in grades 3, 5 and 8 results of nationally normed standardized achievement tests in reading/language arts and mathematics or the results of statewide tests administered in these grade levels.

The supervisor will ensure that the nationally normed standardized tests or the statewide tests are not administered by the child's parent/guardian.

Portfolios will be evaluated by a **qualified home education evaluator**, as specified in law.

An annual written evaluation of the student's educational progress **will be conducted by a qualified home education evaluator. A home education evaluator may be:** a licensed clinical or school psychologist; a Pennsylvania certified teacher with **at least two (2) years of experience** at the elementary level to evaluate elementary students or at the secondary level to evaluate

secondary students; or a nonpublic school teacher or administrator with **at least** two (2) years of teaching experience in a Pennsylvania public or nonpublic school within the last ten (10) years, the required experience must be at the elementary level to evaluate elementary students or at the secondary level to evaluate secondary students.

At the request of the supervisor, persons with other qualifications may conduct the evaluation with the prior consent of the Superintendent.

In no event will the evaluator be the **home education** supervisor or **their** spouse.

The evaluation will be based on an interview of the child and a review of the portfolio and will certify whether or not an appropriate education is occurring.

By June 30th following each school year, the supervisor must submit to the District (1) the affidavit and accompanying documentation, (2) the evaluation by a qualified home education evaluator, and (3) the name of the evaluator for each student. Upon receipt of the same, the Superintendent or his/her designee shall complete and sign the applicable portion of the Checklist/Coversheet attached to this AR.

Graduation Requirements/Diplomas

The following minimum courses in grades 9 through 12 are required for graduation from a home education program: four (4) years of English; three (3) years of mathematics; three (3) years of science; three (3) years of social studies and two (2) years of arts and humanities.

The district will provide the student's home education program supervisor with a grade for each district cocurricular activity and academic course completed by a home education student, in accordance with Board policy and administrative regulations. The home education program supervisor will be responsible for maintaining the material in the student's portfolio of records and recording it as part of the student's graduation requirements. The criteria for consideration and admission to cocurricular activities and academic courses is attached to this AR.

Diplomas may be awarded by the supervisor of the home education program or by a diploma-granting organization approved by the PA Department of Education.

Appropriate Education/Compliance

The qualified home education evaluator's certification stating that an appropriate education is occurring for the school year under review will be provided by the supervisor to the Superintendent or designee by June 15 of each year. If the supervisor fails to submit the certification due on June 15 to the Superintendent or designee, the Superintendent will send a letter by certified mail, return receipt requested, to the supervisor of the home education program, stating that the certification is past due and notifying the supervisor to submit the certification within ten (10) days of receipt of the certified letter. If the certification is not submitted within that time, the Board will schedule a hearing as provided for under the School Code.

Appropriate Education -

If the Superintendent has a reasonable belief, at any time during the school year, that appropriate education may not be occurring in the home education program, the Superintendent may submit a letter to the supervisor, by certified mail, return receipt requested, requiring that an evaluation be conducted and that an evaluator's certification stating that an appropriate education is occurring for the school year under review be submitted to the district by the supervisor or designee within thirty (30) days of the receipt of the certified letter. The certified letter will include the basis for the Superintendent's reasonable belief. If the statewide or nationally normed tests have not been administered at the time of the receipt of the certified letter by the supervisor, the supervisor will submit the other required documentation to the evaluator. The test results will be submitted with the completed documentation at the conclusion of the school year. If the certification is not submitted to the Superintendent within thirty (30) days of receipt of the certified letter, the Board will schedule a hearing.

Compliance with School Code -

If the Superintendent has a reasonable belief that the home education program is out of compliance with the requirements in section 1327.1 of the PA School Code, the Superintendent will submit a letter to the supervisor, by certified mail, return receipt requested, requiring a certification to be submitted within thirty (30) days indicating that the program is in compliance. The certified letter will include the basis for the Superintendent's reasonable belief. If the certification is not submitted to the Superintendent within thirty (30) days of receipt of the certified letter, the Board will schedule a hearing.

Hearings/Appeal

If a hearing is required, the Board will schedule a proper hearing by a duly qualified and impartial hearing examiner within thirty (30) days. The hearing examiner will render a decision within fifteen (15) days of the hearing except that the examiner may require the establishment of a remedial education plan mutually agreed to by the Superintendent and supervisor of the home education program to continue the home education program.

The decision of the hearing examiner may be appealed by either the supervisor or the Superintendent to the Secretary of Education, the Commonwealth Court or the Court of Common Pleas.

If the hearing examiner finds that the evidence does not indicate that appropriate education is taking place in the home education program, the home education program for the child will be deemed out of compliance and the student will be promptly enrolled in an appropriate public school, a nonpublic school or a licensed private academic school. The home education program may continue during the time of any appeal.

If a home education program has been determined to be out of compliance, the supervisor or spouse of the supervisor of the home education program is prohibited by law from supervising a home education program for that child or children for a period of twelve (12) months from the date of such determination.

When documentation is required to be submitted to the hearing examiner, the hearing examiner will return, upon completion of the review, all such documentation to the supervisor of the home education program. The hearing examiner may photocopy all or portions of the documentation for the files.

Transfers

When a home education program is relocating to another Pennsylvania school district, the supervisor must request from the Superintendent a letter of transfer for the home education program. The request must be made by registered mail thirty (30) days prior to relocation.

The Superintendent will issue the letter of transfer within thirty (30) days after receipt of the supervisor's registered mail request. The supervisor will file the letter of transfer with the Superintendent of the new district of residence.

When a home education program is not in compliance with section 1327.1 of the PA School Code, the Superintendent will inform the home education supervisor and Superintendent of the new district of residence of this status and the reason for denial of the transfer letter.

When a home education program is in hearing procedures, the Superintendent will inform the home education supervisor, hearing examiner and Superintendent of the new district of residence of this status and the reason for denial of the transfer letter.

When the Superintendent is informed of pending proceedings related to a home education program relocating from a previous district to this district, the Superintendent will continue the home education program until the appeal process in the previous district is finalized.

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

HOME EDUCATION PROGRAM CHECKLIST/COVER SHEET

Student's Name _____

Parent's Name _____

Phone Number _____

Email Address _____

Address _____

Date of Birth _____ Age _____ Grade _____ School Year _____

Supervisor's Name _____

August

1. _____ Signed, Notarized Affidavit of the Supervisor of a Home Education Program
2. _____ Outline of Proposed educational objectives by subject
3. _____ Evidence of Child's Immunizations or Signed Statement of Exemption to Immunization Law
Medical Examination Documentation (Grades K or 1, 6, 11, & New to District)
Dental Examination Documentation (Grades K or 1, 3, 7, & New to District) Hearing Examination Documentation (Grades 2, 3, 7, 11, & New to District)

Superintendent's Signature

Date

June

1. _____ Written Evaluators Certification

Superintendent's Signature

Date

College from which graduated (if applicable) _____

Address of College _____

Year of College Graduation (if applicable) _____

OR

Graduate Equivalency Diploma (GED) - Year Completed _____

Source of GED: _____

Address of Home Education Site:

Mailing Address:

Street/Route/Box _____

City/Zip Code _____

Physical Address (if different)

Email _____

Phone Number _____

Saucon Valley School District

HOME EDUCATION PARTICIPANTS

<u>NAME</u>	<u>BIRTHDATE</u>	<u>AGE (as of Sept. 1)</u>	<u>Grade</u>

To the Superintendent (or designee) of the Saucon Valley School District:

1. I attest that I am the parent, guardian, or legal custodian of the student(s) listed above; that I am the supervisor of the home education program; that I am responsible for the provision of instruction in the home education program; and that I have earned a high school diploma or its equivalent. The program will be conducted at the site and phone number listed on the previous page.

2. I attest that the home education program will be in compliance with Pennsylvania Public School Code and District Policy 137.

3. I attest that the subjects listed in paragraph four below will be offered in the English language for a minimum of 180 days of instruction or a minimum of 900 hours for elementary students and 990 hours for secondary students.

4. I attest that the following courses shall be taught:

A. Elementary Level (K-6)

- (1) English, to include spelling, reading, and writing;
- (2) Arithmetic;
- (3) Science;
- (4) Geography;
- (5) History of the United States and Pennsylvania;
- (6) Civics;
- (7) Safety education; Including regular and continuous instruction in the dangers and prevention of fires;
- (8) Health and Physiology;
- (9) Physical Education;
- (10) Music;
- (11) Art

B. Secondary Level (7-12)

- (1) English, to include language, literature, speech and composition;

- (2) Science;
- (3) Geography;
- (4) Social Studies, to include:
 - (a) Civics _____ (Year Completed);
 - (b) World History _____ (Year Completed);
 - (c) History of the United States _____ (Year Completed);
 - (d) and Pennsylvania _____ (Year Completed);
- (5) Health;
- (6) Safety education, including regular and continuous instruction in the dangers and prevention of fires;
- (7) Mathematics, to include:
 - (a) General Mathematics _____(Year completed);
 - (b) Algebra _____ (Year Completed);
 - (c) and Geometry _____ (Year Completed);
- (8) Art;
- (9) Music;
- (10) Physical Education

Other courses may be taught at the discretion of the Supervisor as contained in Chapter 5 of the State Board of Education regulations.

The following minimum courses in grades nine through twelve are established as a requirement for graduation from a home education program:

- (1) Four years of English
- (2) Four years of mathematics
- (3) Three years of science
- (4) Three years of social studies
- (5) Two years of arts and humanities

I acknowledge that I understand that School districts are under no obligation to award a diploma, grant credits, or otherwise acknowledge the completion of a home educated student's education.

5. I attest that the education objectives in the home-schooling program are by subject area as attached to this affidavit. (Attached objectives)

6. I attest that the student(s) listed above have been immunized against the following diseases and I have attached such evidence thereof: (Evidence shall be a certified physicians form or signed statement; either source of evidence must contain dates of immunizations) or are exempt from said requirements. (Attached evidence)

- A. Diphtheria
- B. Tetanus
- C. Poliomyelitis
- D. Measles (Ruboela)
- E. German Measles (Rubella)

- F. Mumps
- G. Hepatitis B (Grade K and 10)
- H. TB Tests for student in Kindergarten and 9th grade
- I. Chicken Pox

7. I attest that the student(s) listed above have received the health and medical services required by Article XIV of the Public School Code.

Article XIV requires that every child of school age be given, by methods established by the state's Advisory Health Board, an annual vision test, a hearing test, a measurement of height and weight, tests for tuberculosis under medical supervision and other tests required by the Advisory Health Board. Children, upon entry into school and in the 6th and 11th grades, must have a medical examination and comprehensive appraisal of health (a physical) by a physician. Children, upon entry into school and in the 3rd and 7th grades, must have a dental examination by a dentist. A comprehensive health record shall be maintained for each child containing dates and records of the above.

8. I attest that the home education program will comply with Sections 1327 and 1327.1 of the Public School Code.

9. I attest that no adult living in the home and no person having legal custody of this/these student(s) has been convicted within five years of today's date of any of the following offenses under Title I 8 of the Pennsylvania Consolidated Statutes:

- Chapter 25 (relating to criminal homicide);
- Section 2702 (relating to aggravated assault); Section 2901 (relating to kidnapping);
- Section 2902 (relating to unlawful restraint); Section 3121 (relating to rape);
- Section 3222 (relating to statutory rape);
- Section 3123 (relating to involuntary deviate sexual intercourse); Section 3126 (relating to indecent assault);
- Section 3217 (relating to indecent exposure);
- Section 4303 (relating to concealing death of a child born out of wedlock); Section 4304 (relating to endangering welfare of children);
- Section 4305 (relating to dealing in infant children);
- A felony offense under Section 5902 (b) (relating to prostitution and related offenses);
- Section 5903 (c) or (d) (relating to obscene and other sexual materials);
- Section 6301 (relating to corruption of minors); and
- Section 6312 (relating to sexual abuse of children).

Attachments: I will enclose the following for each child:

Educational objectives by subject matter; and
 Evidence of immunization, vision, dental, physical exam.

Signature of Supervisor
 of Home Education Program _____

NOTARIZATION (SEAL):

File with Superintendent, School District of Residence, prior to the commencement of the Home Education Program, and annually thereafter on or before August 1st,

(Signature of Notary)

(Date)

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

CURRICULUM MATERIALS REQUEST FORM

I, _____, supervisor of the home education program
for _____ request the following materials be provided
in order to complete the curriculum requirements of the program.

_____ District Curriculum, Planned Courses and/or Objectives for
the _____ **grade level**

_____ **District Curriculum, Syllabi and/or Objectives for the
following secondary level courses:**

_____ Textbooks

_____ Other Curriculum Materials as Listed:

Date: _____

(Supervisor Signature)

By signing above, the Supervisor acknowledges that he or she has been advised that to receive such materials, the parent/guardian must pay a deposit of fifty dollars (\$50.00) per grade level and sign out all such materials. All materials shall be returned to the building principal one (1) week after the close of the school year and/or prior to withdrawal from the program and/or prior to relocation out of the district. When the materials are returned, the fifty dollars (\$50.00) deposit will be refunded. A supervisor borrowing materials pursuant to this section agrees to return the materials in good condition, reasonable wear and tear excepted and that there will be a charge for reusable materials not returned and/or damaged.

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

**PRIORITIZATION AND PLACEMENT FOR PARTICIPATION IN COCURRICULAR
ACTIVITIES AND ACADEMIC COURSES**

The Superintendent or designee will establish, in consultation with each building principal, a process for receiving and processing requests for participation in cocurricular activities and academic courses by students enrolled in home education programs. Information regarding the established process for requests will be published on the school's publicly accessible website and available in the school office.

Requests may be submitted

{ } by email to the Director of Special Education and Student Services.

{ } in writing by mail to the District Administrative Offices.

{ } in writing, attached to the home education program affidavit submitted annually.

Requests must be submitted by August 1st in order to be eligible for participation in a cocurricular activity and/or academic course for the upcoming school year.

The District will request and review information from the home education program supervisor, including

{ } materials from the portfolio of records

{ } curriculum materials and examples

{ } examples of assessments, projects and reading lists

{ } audition, where applicable

in order to determine whether a student has met the eligibility and prerequisite requirements for the cocurricular activities and/or academic courses in the home education student's participation request.

Placement

The building principal will assign students to cocurricular activities and academic courses based on the student's participation request and

- { } the number of seats available in the activity or course.
- { } consideration of the needs and abilities of the student.
- { } the student's demonstration of eligibility, competency, skills and completion of prerequisites.
- { } The Superintendent or designee, in coordination with the home education supervisor, reserves the right to reassign the placement of a home education student in a cocurricular activity or academic course if the student's progress, based on assessments, performance and/or academic achievement, indicates that the student's needs would be better met in a different activity or course.

Prioritization

The Superintendent or designee may establish a process for prioritization of enrollment in cocurricular activities or academic courses that have limited capacity. Students attending home education programs will be given an equal opportunity to compete for positions and participate in district co-curricular activities and academic courses on the same basis as other students enrolled full-time in the district.

The Superintendent designates the following criteria to be used in establishing a prioritization process:

- { } Enrollment in a course is required for a student's program completion or graduation requirement.
- { } Student has previously applied to participate in the co-curricular activity or academic course but was not able to enroll due to academic scheduling conflicts or limited capacity.
- { } Record of student's academic achievement and course completion.
- { } Demonstration of a student's skills or competencies applicable to the cocurricular activity or academic course.
- { } Record of the student's conduct.
- { } Record of the student's extracurricular participation or volunteer service applicable to the cocurricular activity or academic course.

Facility Committee – May 8, 2024

The Facility Committee of the Saucon Valley School Board met on May 8, 2024, in the District Office Conference Room at 5:00 p.m.

The following items were on the Facility Committee agenda:

Update: Digital Scoreboard – Mr. Bonenberger presented the status of the Digital Scoreboard

Update & Discussion: Future Projects – Future Projects were reviewed with Mr. Deegan.

Discussion & Action: 2024-2025 Maintenance Contracts – Mr. Deegan reviewed next year's maintenance contracts.

Update: Wood Dust Collection – this item was not updated due to a lack of quorum.

The committee had no recommendations to make at this time.

Saucon Valley School District
Office of the Superintendent

TO: David Bonenberger, Business Manager

FROM: Jaime L. Vlasaty, Superintendent

RE: Surplus / Obsolete Materials

SCHOOL: SVHS

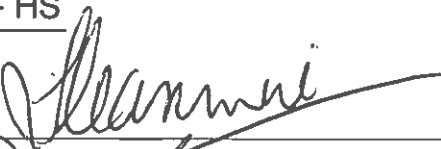
Room Number: Fitness Center

Description	Serial Number	Reason for Disposal	Total
Body Masters		Obsolete	12
Dumbbell - 30lb		Broken	1

Reason: Obsolete

Pick-up Location: Fitness Center - HS

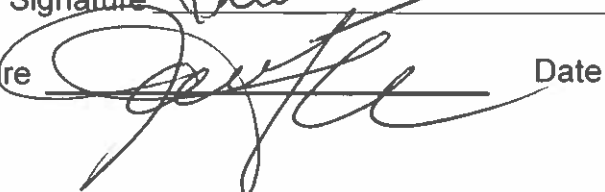
Principal's/Supervisor's Signature



Date

10/23/23

Superintendent Signature



Date

10/23/23

Office Use:

Date Declared _____

Date of Disposal _____

Picked Up By _____

Disposal Method _____

Saucon Valley School District
Office of the Superintendent

TO: David Bonenberger, Business Manager

FROM: Jaime L. Vlasaty, Superintendent

RE: Surplus / Obsolete Materials


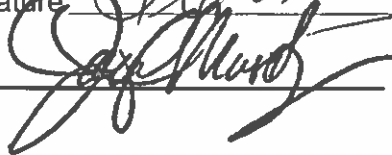
SCHOOL: SVHS

Room Number: Gym equipment closet

Description	Serial Number	Reason for Disposal	Total
Easton Arrow - 12 pack		Obsolete	2 boxes
Arrow assortment	n/a	Obsolete/broken	88
Resistance bands	n/a	Overstretched/cracking	16
Safe-T-Play Hockey Kit		Obsolete/broken	1 box
Leather quivers		Obsolete	14
Bear arm guards		Obsolete	22
Metal goals		Broken	2
Basketbag		Obsolete	3
Yolf set		Obsolete	12

Reason: Obsolete

Pick-up Location: Girls' locker room equipment closet

Principal's/Supervisor's Signature  Date 5/3/24
 Superintendent Signature  Date 5/6/24

Office Use:

Date Declared _____

Date of Disposal _____

Picked Up By _____

Disposal Method _____

Finance Committee Summary – May 1, 2024

The Finance Committee of the Saucon Valley School Board met on May 1, 2024, at 5:00 p.m. in the High School Audion.

The following items were on the Finance Committee agenda:

- Discussion & Action: High School Scoreboard Engineering Proposal
- Discussion & Action: 2024-2025 Budget

The Finance Committee recommended sending the following items to the Board for approval:

- Discussion & Action: High School Scoreboard Engineering Proposal
- Discussion & Action: 2024-2025 Budget – 3 separate motions using 5.3%, 2.656% and 0 % increase.

AGREEMENT

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

Recitals

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

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

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

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

1.0 Lakeside’s Responsibilities

1.01. Reservation of Slots.

- (A) Lakeside shall reserve zero (0) general education and zero (0) special education slots for students referred by the School District to a school program of Lakeside, i.e. Lakeside School, Lakeside Girls Academy, Souderton Vantage Academy (not including the Elementary Program) and/or Upper Merion Vantage Academy (not including the E-Learning Program), for the 2024-2025 school year as delineated on the official 2024-2025 school calendar and daily schedule of the program of Lakeside to which students are referred.
- (B) In the event that additional general and/or special education slots are available in a school program of Lakeside, i.e. Lakeside School, Lakeside Girls Academy, Souderton Vantage Academy (not including the Elementary Program) and/or Upper Merion Vantage Academy (not including the E-Learning Program), after the execution of this Agreement, those slots shall be available to all participating school districts on a “first come, first served” basis.
- (C) Education slots are contracted solely between the parties and are not transferable to any other entity.
- (D) For purposes of definition, an “education slot” shall be equal to one hundred eighty (180) days of educational services. There shall be no accrual of educational days if the total number of education slots purchased is not utilized during any period within the school year.

1.02. **Per Diem Placements.** In the event that additional general and/or special education openings are available throughout the school year in a program of Lakeside, i.e. Lakeside School, Lakeside Girls Academy, Souderton Vantage Academy including its Elementary Program and/or Upper Merion Vantage Academy including its E-Learning Program, those openings shall be available to all

participating school districts on a “first come, first served” basis. The cost for placements in such openings shall be based on a per diem amount.

- 1.03. **Provision of Educational Services.** Lakeside shall admit students referred by the School District in consideration of the students’ needs and the ability of Lakeside to meet those identified needs as assessed during the referral and enrollment process. Lakeside shall provide at its sole cost and expense and through its own employees and/or contractors, all the educational services required for each student covered by this Agreement. Should a student require auxiliary or related services not customarily provided by Lakeside, such as, but not limited to, services and/or therapies related to speech, language and/or audiology disorders, language interpretation, services provided by a Certified Reading Specialist, a specialized reading program, services provided by a Board-Certified Behavior Analyst, one-to-one behavioral support, services provided by a Certified School Psychologist including testing and evaluations, and/or Occupational and/or Physical Therapy, the School District shall choose to provide or fund those services separately or affect a change of placement for the student.

Lakeside agrees that the imposition of discipline and any attempt to remove a student from a school program of Lakeside shall be accordance with all applicable laws, including but not limited to, the provisions of the Public-School Code, Individuals with Disabilities Education Act, and any related or implementing regulations. Without conflict to the aforementioned, should Lakeside become aware of concerns regarding its ability to meet the needs of or determine or otherwise conclude, at any point, that it can no longer meet the needs of any School District student enrolled or attending a program of Lakeside, Lakeside must provide to the School District prompt written notice and documentation of the student’s failure to progress, including explanation of incident(s)/circumstance(s) surrounding Lakeside’s concerns and strategies/interventions employed by Lakeside. As such, Lakeside reserves the right to utilize therapeutic interventions including its behavior management system to further engage the student in the program. Additionally, Lakeside shall have the right to suspend, expel or remand the student back to the School District. If the student is not removed from Lakeside by action of the School District within ten (10) school days after notification, Lakeside shall have the right to charge and collect from the School District an amount calculated at twice the applicable rate for said student until the student is removed from Lakeside’s program. Such action shall only be taken after thorough consultation with and notification of the appropriate liaison of the School District.

- 1.04. **Provision of In-School Counseling Services.** Lakeside shall provide the School District with the counseling services of zero (0) FTE Lakeside In-School Counselors for the 2024-2025 school year. Should Lakeside be unable to provide qualified, credentialed staff to fill the In-School Counselor role(s), invoicing shall be adjusted accordingly.

- 1.05. **Provision of Mobile Support Services.** Lakeside shall provide the School District with placement openings in Lakeside’s Mobile Support Program on an as needed basis. The frequency and duration of counseling and/or academic services provided to each student the School District places in Lakeside’s Mobile Support Program shall be mutually agreed upon by the School District and Lakeside.

- 1.06. **Standards for Lakeside’s Performance.**

(A) **Professional and Skilled Services by Lakeside.** Lakeside shall provide all of the services subject to this Agreement in a professional and competent manner and in compliance with the Public School Code, the regulations of the State Board of Education, the standards of the Secretary of Education, the Individuals with Disabilities Education Act and the regulations promulgated pursuant to the Individuals with Disabilities Education Act as well as any other applicable federal, state and local laws and regulations, by and through an adequate number of employees or contractors who are properly trained, qualified and

competent to provide the services required and to insure a safe educational environment free from abuse, harassment, intimidation or other unlawful or improper conduct.

- (B) **Clearances and Background Checks.** Lakeside certifies that every employee, agent, and independent contractor that shall perform services for the School District under this Agreement has current Pennsylvania State Police (PATCH) and Federal Bureau of Investigation (FBI) Criminal History Background Checks. Upon request by the School District, Lakeside shall provide copies of the criminal history background checks to the School District and the School District may retain copies of the criminal history background checks pursuant to Pennsylvania School Code, 24 P.S. §1-111. Such criminal history background checks shall be no older than sixty (60) months at any time during the term of this Agreement.

Lakeside certifies that every employee, agent, and independent contractor that shall perform services for the School District under this Agreement has current Pennsylvania Child Abuse History Clearance Certification pursuant to the Child Protective Services Act, 23 Pa. C.S. §6355. Upon request by the School District, Lakeside shall provide copies of the original clearances to the School District and the School District may retain copies of the clearances pursuant to applicable law. Such clearances shall be no older than sixty (60) months at any time during the term of this Agreement.

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

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

- (C) **Adoption and Enforcement of Policies.** Lakeside shall adopt and/or maintain and enforce policies and practices to prohibit improper and unlawful conduct by its employees, contractors, and volunteers, including unlawful discrimination, harassment, and intimidation.
- (D) **Staffing.** Lakeside shall hire and retain staff of good moral character as can be determined by the interview and reference process. All staff shall be a minimum of eighteen years of age. Each staff member shall provide, by his/her date of hire, a physician's certificate indicating that he/she has no communicable diseases, and he/she has been tested for tuberculosis. All staff must be either citizens of the United States or hold a visa authorizing them to reside and seek employment in the United States. Furthermore, all staff performing services to the School District are qualified and permitted by law to perform such services.
- (E) **Training.** Lakeside shall ensure that all employees, agents, and representatives performing services under this Agreement are provided with adequate training, including, but not limited to, mandatory child abuse recognition training in compliance with Pennsylvania Law – Act 126 and Act 31. With respect to employees who shall be providing education services to students under this Agreement, Lakeside shall properly train its employees,

contractors, and volunteers with respect to the requirements that they not engage in improper or unlawful conduct.

(F) **Compliance with the School District's Policies and Procedures.** All staff performing services to the School District in accordance with this Agreement shall adhere to all applicable Board Policies, Administrative Regulations, and rules and established procedures of the School District.

- 1.07. **Special Education and Related Services.** With respect to students who have been identified as exceptional, Lakeside shall ensure that the special education and related services that are provided by Lakeside are provided in accordance with the individualized education program, if any, or in accordance with the "stay put" requirements of law, as applicable.
- 1.08. **Cooperation with the School District.** Lakeside shall fully cooperate with any and all evaluations and investigations requested by the School District with respect to any student enrolled in a program of Lakeside who is receiving services under this Agreement. Lakeside shall require its staff to cooperate with the School District in such activities as evaluations, investigations, delivery of services, conferences and the like. This provision shall not be construed to require Lakeside to disclose any information that is confidential under law; provided, however, that "student records" as defined in the Family Educational Rights and Privacy Act (hereinafter "FERPA") shall be disclosed by Lakeside to the School District.
- 1.09. **Accurate Accounting.** Lakeside shall be responsible for accurate accounting with respect to each student served and shall provide accurate invoices identifying the name of each student served, the student's date of birth and home address.
- 1.10. **Licenses and Certifications.** Lakeside shall obtain and maintain all necessary approvals, licenses and/or certifications that may be required by governmental or certifying agencies, whether federal, state, or local, to enable Lakeside to perform the services required under this Agreement. Lakeside shall notify the School District immediately in the event that such licenses, approvals and/or certificates are not obtained or maintained, have lapsed, been suspended, or revoked. In addition, Lakeside shall promptly notify the School District in the event that any governmental or certifying agency initiates any action that may have any effect on any of the approvals, licenses and/or certifications.
- 1.11. **Confidentiality and Non-Disclosure.** Lakeside acknowledges that this Agreement creates a relationship of confidence and trust on the part of Lakeside for the benefit of the School District. During the term of this Agreement, Lakeside may be responsible, in whole or in part, for the creation of, or may acquire, certain confidential information of the School District and its students, including, but not limited, to education records under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g et seq. and/or protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Pub. L. 104-191, and acknowledges that the School District would not have entered into this Agreement unless it was assured that all confidential information would be held in confidence by Lakeside and only for the benefit of the School District and its students. During the term of this Agreement and at all times thereafter, Lakeside shall keep all such confidential information in confidence and will not disclose any of the same to any other person, except Lakeside's personnel who are entitled thereto, and other persons designated in writing by the School District unless required to do so by law. Lakeside shall not cause, suffer, or permit the confidential information to be used for the gain or benefit of any party other than the School District or for Lakeside's personal gain or benefit outside the scope of Lakeside's engagement by the School District under this Agreement. Lakeside shall take all reasonable action that the School District deems necessary or appropriate to prevent the unauthorized use or disclosure of, or to protect the School District's interests in such confidential information. Lakeside shall maintain proper policies pertaining to confidentiality of student records and shall properly train its

employees, contractors, and volunteers with respect to confidentiality requirements and compliance with said policies.

- 1.12. **Transportation.** The transportation services provider, either Lakeside or the School District, shall be mutually agreed upon by Lakeside and the School District. If it is mutually agreed upon for Lakeside to provide transportation services, Lakeside shall supervise and be responsible for all aspects of transportation for students placed in a school program of Lakeside including insurance, when students who are in the care, custody or control of Lakeside are transported by Lakeside. Should a student become homeless as deemed by the School District, Lakeside may continue providing transportation services if the student resides in another school district serviced by Lakeside's transportation services and if mutually agreed upon by Lakeside and the School District. Should a student become homeless as deemed by the School District and reside in a school district not serviced by Lakeside's transportation services, the School District may request Lakeside to provide transportation services. Lakeside, however, shall not be required to provide transportation services to a student who is deemed homeless by the School District and resides outside of the School District.
- 1.13. **Facilities.** Lakeside shall provide facilities that have been approved by the Pennsylvania Department of Labor and Industry and are in compliance with municipal fire, safety, and panic requirements.
- 1.14. **Environmental Health and Safety.** Lakeside shall provide facilities that meet state and local statutes regarding environmental health, physical welfare, and safety of students in attendance.
- 1.15. **School Food Service.** In each of Lakeside's school programs, i.e. Lakeside School, Lakeside Girls Academy, Souderton Vantage Academy and Upper Merion Vantage Academy, Lakeside shall provide or host a food service program that is in compliance with the Pennsylvania Department of Education, Pennsylvania Department of Agriculture and Montgomery County Department of Health.
- 1.16. **Student Attendance.** Lakeside shall maintain records of each enrolled student by daily physical check and recordation in an attendance log on file with Lakeside. Lakeside shall provide notice to each parent/guardian of an enrolled student and monthly reports to the School District's attendance office if an enrolled student is not present when otherwise required to be present on or at the designated facility of Lakeside. Lakeside shall comply with the provisions of Chapter 11 of the Pennsylvania Board of Education's regulations as to student attendance. Additionally, notwithstanding anything to the contrary in this Agreement, to the extent the School District students placed at any one of Lakeside's programs, Lakeside shall notify the School District any time a placed student has accumulated three (3) or more unexcused absences from the student's placement.
- 1.17. **Student Records.** Lakeside shall collect and maintain in an appropriate file system, complete, accurate and detailed records pertaining to each student.
- 1.18. **Requirements Under Safe Schools.** Lakeside shall comply with the provisions of Article XIII A of the School Code and shall maintain a written policy with regard to its compliance. Reports shall be maintained in a central incident report file as well as in individual students' files.
- 1.19. **Health Services.** Lakeside shall provide or work cooperatively with its host school districts to provide health services as prescribed under Article 14 of the School Code. At Lakeside School and Lakeside Girls Academy, this shall be done by providing a registered nurse on staff when school is in session.
- 1.20. **Academic Standards.** Lakeside shall maintain compliance with the academic standards prescribed under Chapter 4 of the regulations of the State Board of Education.

- 1.21. **Insurance.** Lakeside, at its own expense, shall maintain a policy or policies of professional liability and general liability insurance, providing coverage in the amounts of at least one million and 00/100 dollars (\$1,000,000.00) per occurrence and three million and 00/100 dollars (\$3,000,000.00) in the aggregate per year, which insures Lakeside and each of its officials, staff, and volunteers, thereof against any act, error or omission of Lakeside and Lakeside’s officials, staff, and volunteers.. Lakeside shall include the School District as a named insured on the policy or policies of general liability insurance. All insurance policies shall be maintained with companies authorized to do business in the Commonwealth of Pennsylvania and certificates of coverage shall be furnished to the School District upon request. Additionally, Lakeside shall provide all legally required insurances, such as, by way of example and not limitation, workers’ compensation. Lakeside shall promptly advise the School District of any changes, cancellations, or non-renewals of any required insurance.
- 1.22. **Notification of Governmental Inquiries of Investigations.** With respect to any student receiving services from Lakeside under this Agreement, Lakeside shall:
- (A) Promptly advise the School District in the event that any governmental or certifying agency conducts any investigation of any nature into the operations of Lakeside; and
 - (B) Advise the School District of the nature of the allegations of the complaint or investigation. This provision shall not be construed to require Lakeside to disclose any information that it is prohibited from disclosing under any confidentiality law.
- 1.23. **Transition of a Student to a Less Restrictive Educational Environment.** When, in the judgment of Lakeside and the School District, a student appears ready to transition to a placement less restrictive than the placement in a program of Lakeside, the criteria shall be reviewed in each such case. The School District and Lakeside agree that decisions regarding the educational program for each exceptional student shall be made in accordance with applicable law. Any dispute that may arise concerning an individual student’s educational program shall be subject to resolution through special education due process procedures in accordance with state and federal law. Lakeside represents that it is familiar with those laws, including the stay put provisions of the law, and agrees that it shall comply with the stay put or pendent placement requirements of state and federal law.
- 1.24. **Nondiscrimination.** Lakeside shall abide by all federal and state laws prohibiting discrimination in admissions, employment, and operation on the basis of disability, race, creed, gender, gender identity, gender expression, sexual identity, national origin, religion, ancestry, need for special education services, non-disqualifying disability or due to membership in any other class protected by law, subject to Lakeside’s right to receive waivers from the same or Lakeside’s rights of noncompliance as set forth in applicable legal standards.
- 1.25. **Restraints.** In the event that Lakeside or any employee or representative thereof who performs services for the School District as contemplated in this Agreement restrains or causes to be restrained a School District student, as the term “restraint” is contemplated in the Pennsylvania special education regulations, Lakeside shall immediately, or as soon as practicable thereafter, notify the School District’s Director of Special Education, or his/her designate, and provide reasonable assistance to the School District in performing any additional reporting that must take place as a result.

2.0 School District’s Responsibilities

- 2.01. **Identification of Referred Students.** The School District shall establish and maintain identification policies for referred students that comply with informal hearing procedures set forth in 22 Pennsylvania Code 12.8 (c). The School District herewith assures Lakeside that notice of such hearings shall precede placement of the identified students in a program of Lakeside.

2.02. **Fees.**

- (A) **Educational Services (Slots).** Subject to the terms, conditions and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside a fee for each education slot covered by this Agreement in the amount of thirty-six thousand, four hundred fifteen and 00/100 dollars (\$36,415.00) for each general education slot, and forty-one thousand, nine hundred fifty and 00/100 dollars (\$41,950.00) for each special education slot. Such educational service charges shall be invoiced separately and shall be paid by the School District as set forth below.
- (B) **Educational Services (Per Diem Placements).** Subject to the terms, conditions and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside a fee for each per diem placement covered by this Agreement in the amount of three hundred twenty-five and 00/100 dollars (\$325.00) for each general education placement, three hundred seventy-nine and 00/100 dollars (\$379.00) for each special education placement and four hundred thirty-five and 00/100 dollars (\$435.00) for each Souderton Vantage Academy Elementary Program placement. Such educational service charges shall be invoiced separately and shall be paid by the School District as set forth below.
- (C) **Educational Services (Act 316).** Pursuant to Act 316 of 1982 and subject to the terms, conditions, and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside a per diem fee of three hundred six and 00/100 dollars (\$306.00) for each student placed in a school program of Lakeside, i.e. Lakeside School, Lakeside Girls Academy, Souderton Vantage Academy and/or Upper Merion Vantage Academy, by court order of a county's Juvenile Court. Such educational service charges shall be invoiced separately and shall be paid by the School District as set forth below.
- (D) **Supplemental Support Services.** Subject to the terms, conditions, and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside a per diem fee of sixty-three and 50/100 dollars (\$63.50) for each student receiving supplemental support services at Lakeside School. Supplemental support services are defined as a student's placement in a learning support or emotional support class as agreed upon by the School District and Lakeside. Such supplemental support service charges shall be invoiced separately and shall be paid by the School District as set forth below.
- (E) **In-School Counseling Services.** Subject to the terms, conditions and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside an annual fee for the services provided by a Lakeside In-School Counselor(s) covered by this Agreement in the amount of zero and 00/100 dollars (\$0.00). Such charges for In-School Counseling Services shall be invoiced separately and shall be paid by the School District as set forth below.
- (F) **Mobile Support Program Services.** Subject to the terms, conditions and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside a fee for each placement covered by this Agreement in the amount delineated on Lakeside's Mobile Support Program's current Rate Schedule. Such Mobile Support Program Service charges shall be invoiced separately and shall be paid by the School District as set forth below.
- (G) **Transportation Services.** If it is mutually agreed upon for Lakeside to provide transportation services, the School District shall pay transportation charges of zero and 00/100 dollars (\$00.00) per day per student with respect to all students who are placed at Lakeside School or Lakeside Girls Academy and transported by Lakeside. All transportation service charges shall be invoiced separately and shall be paid by the School District as set forth below. Additionally, a fuel surcharge shall be added based on the average cost of fuel per gallon as reported by AAA on the first day of each month. The

surcharge shall be two percent (2%) of the total monthly invoice for each zero and 50/100 dollar (\$0.50) per gallon increase in the cost of fuel over four and 00/100 dollars (\$4.00).

For example:

- At \$4.01 - \$4.50 per gallon, 2% of the total monthly transportation invoice
- At \$4.51 - \$5.00 per gallon, 4% of the total monthly transportation invoice
- At \$5.01 - \$5.50 per gallon, 6% of the total monthly transportation invoice

(H) **Total Cost.** The total cost for services covered by this Agreement, i.e. Educational Services (Slots) – paragraph 2.02 (A), In-School Counseling Services – paragraph 2.02 (E), and Transportation Services, if invoiced annually – paragraph 2.02 (G) shall be zero and 00/100 dollars (\$0.00).

(I) **Initial Deposit.** Upon execution of this Agreement, the School District shall pay an initial deposit in the amount of zero and 00/100 dollars (\$0.00).

(J) **Monthly Cost.** Each monthly invoice, September through June of the school year to which this Agreement pertains, shall be in the amount of zero and 00/100 dollars (\$0.00).

(K) **Invoices.** All charges for services provided as per this Agreement shall be invoiced monthly. Any payments due under this Agreement shall be due forty-five (45) calendar days after receipt by the School District of a properly detailed invoice. Balances unpaid by the School District in excess of forty-five (45) calendar days shall be subject to a fee of five percent (5%). Balances unpaid by the School District in excess of ninety (90) calendar days shall be subject to a fee of eight percent (8%). Unpaid balance fees may be waived by the mutual agreement of Lakeside and the School District. In the event Lakeside undertakes any action to enforce any of its rights under this Agreement, including without limitation any action for payment of any invoice, the School District is responsible to pay Lakeside's attorney's fees and costs related to the enforcement of Lakeside's rights in addition to the underlying obligation of the School District.

2.03. **Student Enrollment.** In cooperation with Lakeside, the School District shall establish a student's date of enrollment and date of discharge from a program of Lakeside. Unless agreed upon mutually, a student's date of discharge may not be made retroactive to a student's final date of enrollment as recorded by Lakeside. The School District shall be responsible for all invoiced charges incurred from a student's date of enrollment through and including a student's date of discharge from a program of Lakeside that shall include school days a student is present and school days a student is absent for any reason.

2.04. **Cooperation with Lakeside.** The School District shall cooperate with Lakeside and shall collaborate on topics and interventions related to the educational program being provided to each student.

2.05. **Non-Solicitation Nor Hiring of Lakeside Staff.** The School District shall not solicit nor hire a Lakeside staff member serving the School District as an independent contractor within a period of sixty (60) days from the Lakeside staff member's termination of employment from Lakeside. Lakeside's exclusive remedy for any such breach by the School District shall include the following:

- (A) Lakeside shall have sixty (60) days to recruit, hire and adequately train a replacement.
- (B) For the aforementioned sixty (60) days, the School District shall be responsible to provide any legally mandated services to students previously provided by the Lakeside staff member.

- (C) The School District shall continue paying Lakeside for the services of the Lakeside staff member as per the terms of this Agreement.

The provisions of this paragraph may be abbreviated by Lakeside provided a replacement is procured in less than sixty (60) days or waived by the written mutual agreement of Lakeside and the School District.

Additionally, should the School District hire a Lakeside staff member serving the School District as an independent contractor within a period of sixty (60) days from the Lakeside staff member's termination of employment from Lakeside, as compensation for Lakeside's recruitment, hiring and training of the Lakeside staff member, the School District shall pay to Lakeside, a fee equal to twenty percent (20%) of the School District's annual cost for the Lakeside staff member's services.

3.0 General Terms and Conditions

- 3.01. **Independent Contractor Status of Lakeside.** In fulfilling its obligations under this Agreement, Lakeside shall be an independent contractor for all purposes and not an employee or agent of the School District. Lakeside hereby certifies that it is a private, independent corporation that shall exercise the discretion and judgment of an independent contractor in the performance and exercise of its rights and obligations under this Agreement. Lakeside shall use its own judgment in determining the method, means and manner of performing this Agreement and shall be responsible for the proper performance of this Agreement in accordance with all applicable federal, state, and municipal laws, regulations, and orders. By this Agreement, Lakeside intends to be an independent contractor in relationship to the School District. Consequently, neither Lakeside nor any employee, volunteer, contractor, or agent of Lakeside shall be considered an employee, volunteer, contractor, or agent of the School District at any time, under any circumstances, for any purpose. Neither the School District nor Lakeside is the agent of the other, nor shall have the right to bind the other by contract, or otherwise, except as specifically set forth in this Agreement.
- 3.02. **Subcontracting.** None of the work or services covered by this Agreement shall be subcontracted without the prior approval of the School District.
- 3.03. **Non-sectarian Use of Funds.** Lakeside warrants that the monies received under this Agreement shall not be used for, or to advance, sectarian purposes.
- 3.04. **Right to Know Law.** Lakeside agrees that it will, when requested by the School District, cooperate with the School District in complying with the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 et seq., and any other similar laws, in complying with requests for public records made under such laws. This provision does not obligate Lakeside to create any record other than the written report to the School District.
- 3.05. **Indemnity.** Lakeside shall indemnify, hold harmless and defend the School District, its board members, officials, employees, volunteers, agents and attorneys from any and all claims, complaints, demands, costs, suits, actions, penalties, withheld subsidy, and costs (including, by way of example and not limitation, attorney's fees and litigation costs and expenses) with respect to or arising out of Lakeside's operations, any activity under the control or sponsorship of Lakeside and/or any action or inaction by Lakeside, its officials, employees, agents, contractors or volunteers in connection with any of its obligations under this Agreement or any of the students or relatives of students being served by Lakeside and/or arising out of the School District's enforcement of any term and condition of this Agreement, including costs and attorney's fees incurred by the School District in enforcing this indemnity, hold harmless and defense provision. It is intended that this indemnity, defense and hold harmless provision to be given its broadest possible meaning and that the School District's board members, officials, employees, volunteers, agents, insurers, and employees are expressly considered to be third party beneficiaries with respect to this provision. Lakeside shall be granted a credit for any amounts paid to or on behalf of the School District, its

board members, officials, employees, volunteers, agents, or attorneys by any insurer of Lakeside. In the event the School District or any person required to be indemnified by Lakeside in accordance with this Agreement receives any notice of any claim for which indemnification by Lakeside is or might be sought, the School District and/or person shall immediately provide said notice to Lakeside and provide periodic updates of the nature and status of the claim upon written request from Lakeside. Lakeside has the right to select counsel, who must be competent in the scope and nature of legal representation for the case/claim specific issues, for the party seeking indemnification and Lakeside has the right to decide upon payment terms for said legal counsel before legal counsel is hired by any party who is or might seek indemnification hereunder, in order for this indemnification provision to be enforceable. Lakeside must consent to any litigation decision concerning the resolution of any claim for which indemnification from Lakeside is or may be sought ~~in order~~ for this indemnification clause to be enforceable. Additionally, any insurance coverage available to the School District or any person that provides coverage of attorney's fees, case costs and/or coverage for any claim or judgment must be exhausted before Lakeside has any obligation to indemnify any School District or person hereunder.

- 3.06. **Assignment.** No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto.
- 3.07. **Term.** This Agreement shall continue in full force and effect for a term commencing July 1, 2024, and ending June 30, 2025.
- 3.08. **Termination.** This Agreement may be terminated as follows:
- (A) At any time by mutual agreement of the School District and Lakeside; or
 - (B) By the School District or Lakeside if the other party breaches this Agreement or otherwise fails to perform the contractual obligations; or
 - (C) By the School District in the event:
 - (1) Lakeside ceases to do business; or
 - (2) Lakeside seeks protection of any nature from creditors.
- 3.09. **Rates & Services.** Lakeside reserves the right to adjust rates for additional services rendered to students covered by this Agreement, or for additional educational slots purchased in excess of those provided for in this Agreement. Lakeside, shall, at the beginning of each subsequent contract year, and subject to the approval of the School District, have the right to adjust the cost of education slots and offer such slots for contract without regard to the prior year's contract terms.
- 3.10. **Remedies, Waiver of Rights.** All remedies of the parties hereto shall be cumulative. No party hereto shall be deemed to have waived any of its rights, powers, or remedies hereunder unless such waiver is in writing and signed by the parties hereto.
- 3.11. **Severability.** All agreements and covenants herein contained are severable. In the event that any provision of this Agreement should be held to be unenforceable, the validity and enforceability of the remaining provisions hereof shall not be affected thereby. Any court (or arbitrator) construing this Agreement is expressly granted the authority to revise any invalid or unenforceable provision hereof in order to render same enforceable.
- 3.12. **Integration.** This Agreement constitutes the entire agreement of the Parties and supersedes any negotiations or prior agreement or understanding of the Parties with respect to the term of this Agreement. This Agreement may not be modified or amended by any oral statement or alleged course of conduct, but only by a written agreement signed by all parties. There are no representations, promises, agreements, warranties, covenants, or undertakings of the Parties other than those contained herein or in the Exhibits expressly referenced herein.

- 3.13. **Force Majeure.** The Parties shall not be liable for any failure to perform under this Agreement if such failure is due to causes beyond their reasonable control, including, but not limited to, acts of God or the public enemy, fire, floods, labor disputes, or the judgment or order of any court or governmental agency.
- 3.14. **Headings.** The headings of any Article or Section hereof are for reference purposes only and shall not in any way affect the meaning or interpretation thereof.
- 3.15. **Context.** Reference in this Agreement to the singular shall be meant to include reference to the plural and vice versa. Reference in this Agreement to the masculine gender shall be meant to include the female and neuter and vice versa.
- 3.16. **Duplicates.** In the event that two or more copies of this Agreement are executed by all of the parties hereto, each copy shall be deemed an original, but all shall collectively constitute the same instrument.
- 3.17. **Counterparts.** In the event that two or more counterparts of this Agreement are executed, all such counterparts shall collectively constitute the same instrument.
- 3.18. **Notices.** All notices, requests and approvals required by this Agreement shall be:
(A) Given in writing; and
(B) Addressed to the parties as indicated in this Agreement unless either party notifies the other of a change in address; and
(C) Deemed to have been given upon delivery thereof.
Any notice sent by mail shall be sent postage prepaid and by registered or certified mail, with return receipt requested.
- 3.19. **Benefit.** Except as herein otherwise provided, this Agreement shall inure to the benefit of and shall be binding upon all parties as specifically and expressly identified herein and their respective personal representatives, heirs, successors, and assigns. No other person, party, or organization shall be intended to be a third-party beneficiary of this Agreement.
- 3.20. **Waiver.** One or more waivers or any representation, covenant, term, or condition contained herein shall not be construed as a waiver of a subsequent breach of the same representation, covenant, term, or condition. The consent or approval by any party to or of any act by any other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent or approval of any subsequent similar act.
- 3.21. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to conflict of law rules.
- 3.22. **Act 48.** The provisions of this contract are intended to conform to the requirements of Act 48 of 1999.
- 3.23. **Survival.** All indemnity, hold harmless and defense the provisions of this Agreement shall survive termination of this Agreement. All rights of Lakeside within this Agreement shall survive the termination of this Agreement.

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

SCHOOL DISTRICT

By: _____

Date

By: _____

LAKESIDE YOUTH SERVICE d/b/a
LAKESIDE EDUCATIONAL NETWORK

By: *Gerald W. Vassar*
Gerald W. Vassar, President/CEO

April 22, 2024
Date

By: *Kathy Van Horn, LP, MEd*
Kathy Van Horn, Executive Vice President



Agreement Summary

School District Saucon Valley School Year 2024-2025

Term July 1, 2024 - June 30, 2025

Slots Reserved

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

Slot Cost

General Education	<u>\$36,415.00</u>	Special Education	<u>\$41,950.00</u>
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Total Slots 0

Total Cost for Slots \$0.00

Per Diem Placement Cost

General Education	<u>\$325.00</u>	Supplemental Support (LS)	<u>\$63.50</u>
Special Education	<u>\$379.00</u>	Elementary Program (SVA)	<u>\$435.00</u>

LS = Lakeside School, SVA = Souderton Vantage Academy

Transportation Cost TBD

Mobile Support Program Please refer to Lakeside's Mobile Support Program's current Rate Schedule.

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

Total Cost for Contracted Services \$0.00

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



April 9, 2024

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

Dear Jillian,

As per your email to Harry Keyser, I am confirming that Saucon Valley School District wishes to guarantee 2 special education slots for the 24-25 school year. By guaranteeing slots you are agreeing to pay for the slots for the entire school year.

For the 2024-2025 school year, the discounted rate of 10% for students requiring special education services will be \$ 214.54 per diem. Any special education students billed above the guaranteed enrollment will be billed at \$238.37 per diem.

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

Sincerely,

Lynne Mann
Assistant Director for Administration

Signature and Title

Date

**HOGAN LEARNING ACADEMY LLC.
TUITION AGREEMENT
2024-2025 School Year**

This Agreement for Educational Services ("Agreement") is made by and between Hogan Learning Academy LLC., 73 Lyons Road, Fleetwood, PA 19522 and Saucon Valley School District. In this Agreement, the party who is contracting to receive services will be referred to as "District," and the party who will be providing the services will be referred to as "HLA."

WHEREAS, this Agreement shall be in effect from **August 19, 2024 through August 15, 2025**; this Agreement shall encompass 180 school days per HLA school calendar and additional ESY days determined by HLA, unless terminated earlier pursuant to the terms of this Agreement.

WHEREAS, it is the desire and intent of the District to contract with HLA to receive certain educational and related services for certain identified pupil(s) of the District; and

WHEREAS, it is the desire and intent of HLA to render and perform the certain educational and related services for the aforementioned pupil(s) under the terms and conditions set forth herein.

HLA intends to deliver instruction in-person. In the event that in-person instruction is prohibited as a result of the COVID-19 Pandemic, a virtual learning platform will be utilized for District pupil(s) receiving services pursuant to this agreement.

1. HLA operates as a school located at 73 Lyons Road, Fleetwood, PA 19522. HLA is a private licensed school within the Commonwealth of Pennsylvania that provides educational services to children with special education needs. HLA employs certified personnel as defined by the Pennsylvania Department of Education and otherwise complies with the requirements for a private licensed school. HLA performs all background checks required by Pennsylvania law on school staff, including criminal record and child abuse checks. Upon request HLA will provide to the district the required background checks for personnel providing services.
2. HLA agrees to provide, resident pupil(s) of the District with the services specified within the IEP, including any subsequent revisions to the IEP. HLA shall participate in any IEP meeting for resident pupil(s) of the District enrolled at HLA. HLA shall notify pupil's Parent/Guardian and District if it cannot provide such services for any reason and permit District to convene an IEP meeting, to the extent appropriate, to discuss and revise the IEP accordingly. The parties agree that HLA has made no representations or other commitments regarding pupil's achieving any specific goals specified within the IEP.
3. HLA agrees to send progress monitoring reports to District within fourteen (14) days after the end of each report period. HLA will retain raw data for two (2) years unless requested otherwise to be transferred to the District. HLA shall provide access and copies of records about pupil(s) of the District upon request by District.
4. HLA reserves the right to terminate pupil enrollment at HLA for any reason including whenever HLA determines, in its sole discretion, that resident pupil is not benefiting from the program being offered, HLA is unable to effectively deliver services to resident pupil, pupil presents a serious risk to the safety of others, and/or pupil is in need of services which HLA is unable to provide. HLA shall provide written notice of its intention to terminate pupil enrollment at least fifteen (15) days prior to termination except when termination is for serious disciplinary infractions or safety reasons. HLA is designed and intended to educate pupils with behavioral challenges and that serious disciplinary infractions as defined by HLA must present exceptional challenges to be so defined.

5. District agrees to purchase from HLA individualized educational services and related services provided to resident pupil(s) of the District. The parties agree that the program charge includes individualized services, including the following related services; behavior analysis, personal care assistant, speech therapy, occupational therapy and physical therapy, as specified in the pupil's IEP.
6. In exchange for special education services provided by HLA to resident pupil(s) of the District within the school program the charge is \$490 per day for each pupil the District enrolls.
7. HLA shall invoice District at the beginning of the month for which services are scheduled to be provided. All payments are due and payable upon receipt of each statement and become delinquent after the twenty-fifth (25th) day after the invoice date. Delinquent accounts are subject to a late charge of 1% per month.
8. District shall send payments to the following address, or such other address as Hogan Learning Academy may designate in writing to District:

Hogan Learning Academy
20 Sharon Drive
Douglassville, PA 19518

9. HLA, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of HLA, or divulge, disclose, or communicate in any manner, any information that is proprietary to District. HLA and its employees, agents, and representatives will protect such information and treat it as strictly confidential in conformity with the Family Educational and Privacy Rights Act (FERPA). This provision will continue to be effective after the termination of this Agreement.
10. Upon termination of this Agreement, HLA will return to District all records, notes, documentation and other items that were used, created, or controlled in reference to resident pupil(s) of the District by HLA during the term of this Agreement. All academic reports will be held until all amounts due are paid in full.
11. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 15 days from the date of receipt of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement. In the event that HLA has to pursue collection to recover any unpaid amounts, the District will be responsible for any costs of collection, including attorney's fees. Notwithstanding anything herein to the contrary, HLA shall not be liable for any special, consequential, or punitive damages of any nature.
12. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.
13. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
14. This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
15. This Agreement, as well as matters pertaining to pupil discipline and termination, shall be governed by the Commonwealth of Pennsylvania law, and the rules and regulations set forth by the Pennsylvania

Department of Education applicable to private schools. Neither HLA nor the District shall be subject to the laws of any other state.

16. Any notice or communication required or permitted under this Agreement shall be sufficiently given, if delivered in person or by certified mail, return receipt is requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
17. Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.
18. District represents and warrants that the individual executing this Agreement is duly authorized to execute and deliver this Agreement on its behalf and this Agreement is a valid and binding obligation of District.
19. The undersigned District has reviewed this Agreement and hereby acknowledge District's understanding of the terms of this Agreement and agrees to abide by and be held responsible for payment of the obligations set forth above.

Hogan Learning Academy:

By: _____

Name: James R. Hogan

Title: CEO

Date: _____

3/19/24

Saucon Valley School District:

By: _____

Name:

Title:

Date: _____

CAPSTONE ACADEMY
TUITION AGREEMENT
2024-2025 School Year

This Contract for Educational Services (this "Contract") is made effective as of April 24, 2024 by and between Capstone Academy LLC, a Pennsylvania for profit corporation located at, 351 E Johnson Highway, East Norriton, PA 19401 ("Capstone") and the **Saucon Valley School District**, with principal offices located at 2097 Polk Valley Rd., Hellertown, PA 18055 ("School District").

NOW, THEREFORE, in consideration of the recitals and the mutual covenants, representations, warranties, conditions and agreements hereinafter expressed, the Parties agree as follows:

Article 1. DEFINITIONS

Section 1.01 "CAPSTONE PROGRAMMING" means that unique educational curriculum and program designed and implemented by Capstone which School District has reviewed and approved. School District hereby represents, warrants and guarantees that School District has reviewed and understands CAPSTONE PROGRAMMING in its entirety.

Section 1.02 "TUITION" means Ninety Three Thousand Eight Hundred Seventy Five dollars (\$93,875.00) for the CAPSTONE PROGRAMMING received by Student during the 2024-2025 school year.

Section 1.03 "Student" means

Article 2. TERM AND TERMINATION

Section 2.01 CAPSTONE PROGRAMMING shall commence on September 3, 2024 and this Agreement shall terminate on June 12, 2025 ("Initial Term").

Article 3. CAPSTONE PROGRAMMING

Section 3.01 Student receives CAPSTONE PROGRAMMING as defined by Capstone Schools, LLC. Capstone operates as a school located at 351 E Johnson Highway, East Norriton, PA 19401. Capstone is a private licensed school within the Commonwealth of Pennsylvania that provides educational services to children with special education needs. Capstone employs certified personnel as defined by the Pennsylvania Department of Education and otherwise complies with the requirements for a private licensed school. Capstone performs all background checks required by Pennsylvania law on school staff, including criminal record and child abuse checks.

(a) Notwithstanding anything to the contrary in this Agreement, CAPSTONE PROGRAMMING shall be limited by the following:

(1) Notwithstanding anything to the contrary in this Agreement, CAPSTONE PROGRAMMING shall be limited as follows:

- a) Speech and Occupational Therapy shall be limited to one (1) session of speech therapy and one (1) session of occupational therapy per week, not to exceed thirty (30) minutes each.
- b) The School District and Capstone may request, by written or electronic communication, Capstone's provision of Additional Related Services, which shall be billed at the following rates:
 - i) Additional 1:1 staffing for Student: \$191.76/day
 - ii) Related Service #1 (speech therapy): \$118.61/hour
 - iii) Related Service #2 (occupational therapy): \$142.33/hour
 - iv) Related Service #3 (cognitive behavioral therapy): \$168.22/hour
 - v) Wilson Reading Tutoring: \$95.34/hour
 - vi) Related Service #4 (physical therapy): \$168.22/hour

Section 3.02 Capstone agrees to provide, within reason, Student with CAPSTONE PROGRAMMING. Capstone shall notify the Student's Parent/Guardian and School District if it cannot provide such CAPSTONE PROGRAMMING for any reason. The parties agree that Capstone has made no representations or other commitments regarding Student achieving any specific goals specified within any Individualized Education Plan promulgated by any other entity or governmental body.

Section 3.03 Capstone reserves the right to terminate a Student's enrollment at Capstone for any reason including whenever Capstone determines, in its sole discretion, that Student is not benefiting from the program being offered, Capstone is unable to effectively deliver services to Student, Student presents a serious risk to the safety of others, and/or Student needs services which Capstone is unable to provide. Capstone shall provide written notice of its intention to terminate Student's enrollment at least fifteen (15) days prior to termination except when termination is for serious disciplinary infractions or safety reasons. Capstone is designed and intended to educate students with behavioral challenges and that serious disciplinary infractions as defined by Capstone must present exceptional challenges to be so defined.

(a) Capstone shall pay School District a prorated refund of the TUITION within thirty (30) days of its exercise of termination under Section 3.03.

Section 3.04 Delegation of authority to Capstone.

(a) School District hereby delegates to Capstone the following tasks, consistent with federal and State law, the Charter Contract, and subject to the other terms and conditions of this Agreement as follows:

- (1) Capstone may utilize third party contractors in accordance with this Agreement and School District shall execute any and all waivers of conflict necessary to effect this subsection.
- (2) Capstone shall establish and implement CAPSTONE PROGRAMMING for the Student as provided for in this Agreement.
- (3) Capstone shall exercise such other powers as provided for elsewhere in this Agreement to the extent consistent with this Agreement and all applicable laws; and

(4) Capstone shall take such other actions that in the opinion of Capstone may be necessary to properly and efficiently provide CAPSTONE PROGRAMMING, provided such actions are consistent with applicable laws

(b) Educational Rights and Privacy Act. School District hereby designates employees of Capstone as agents of School District having a legitimate educational interest such that they are entitled access to Student's education records under 20 U.S.C. § 1232g, The Family Educational Rights and Privacy Act ("FERPA"). Capstone, its officers and employees shall comply with FERPA at all times.

Article 4. TUITION

Section 4.01 In exchange for CAPSTONE PROGRAMMING provided by Capstone to the Student, School District will pay Capstone in ten (10) equal installments on or before the first day of each month from the effective date of this Agreement until such time as TUITION is paid. The TUITION is nonrefundable..

Section 4.02 Delinquent accounts are subject to a late charge of 1% per month

Section 4.03 School District shall send payments to the following address, or such other address as Capstone Academy may designate in writing to School District:

Capstone Academy
1776 Hilltown Pike
Hilltown, Pa. 18927

Article 5. INDEMNIFICATION

Section 5.01 Indemnification of Capstone. School District shall hold Capstone and its affiliates and the shareholders, directors, officers, partners, successors, assigns, and agents of each of them (the "Capstone Indemnified Persons") harmless and indemnify each of them from and against any and all legal Claims incurred or to be incurred by any of them resulting from or arising out of any breach or violation of School District's representations, warranties, covenants and agreements contained in this Agreement.

Section 5.02 Complete Waiver, Release of Claims and Covenant not to Sue. In consideration for the provision of CAPSTONE PROGRAMMING, the sufficiency of which the School District hereby acknowledges, the School District hereby expressly WAIVES, RELEASES, FOREVER DISCHARGES AND AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS AND COVENANT NOT TO SUE Capstone Academy, LLC, its respective agents, servants, officers, directors, officials, board members, attorneys, employees (whether past or present), Capstone Academy, LLC appointed chaperones, and successors and assigns, individually and in their official capacity, from any and all claims, liabilities, allegations, covenants, rights, causes of action, demands and damages of any kind, known or unknown, under any statute, regulation or law, arising out of, related to, concerning, or in any way connected with the provision of CAPSTONE PROGRAMMING. The School District voluntarily assume full responsibility for any risks of loss, property, damage, or personal injury, including death, that may be sustained by the Student or the School District as a result of the Student's participation in CAPSTONE PROGRAMMING.

Article 6. CONFIDENTIALITY

Section 6.01 Capstone, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Capstone, or divulge, disclose, or communicate in any manner, any information that is proprietary to School District. Capstone and its employees, agents, and

representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Section 6.02 Upon termination of this Contract, Capstone will return to School District all records, notes, documentation and other items that were used, created, or controlled in reference to Student by Capstone during the term of this Contract. All academic reports will be held until all amounts due are paid in full.

Article 7. DEFAULT

Section 7.01 In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 15 days from the date of receipt of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract. In the event that Capstone has to pursue collection to recover any unpaid amounts, the School District will be responsible for any costs of collection, including attorney's fees. Notwithstanding anything herein to the contrary, Capstone shall not be liable for any special, consequential, or punitive damages of any nature.

Article 8. MISCELLANEOUS

Section 8.01 This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

Section 8.02 If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Section 8.03 This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

Section 8.04 This Agreement, as well as matters pertaining to student discipline and termination, shall be governed by the Commonwealth of Pennsylvania law, and the rules and regulations set forth by the Pennsylvania Department of Education applicable to private schools. Neither Capstone nor the School District shall be subject to the laws of any other state.

Section 8.05 Any notice or communication required or permitted under this Contract shall be sufficiently given, if delivered in person or by certified mail, return receipt is requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Section 8.06 Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Section 8.07 School District represents and warrants that the individual executing this Agreement is duly authorized to execute and deliver this Agreement on its behalf and this Agreement is a valid and binding obligation of School District.

Section 8.08 This Agreement may be executed in Counterparts, each of which shall be deemed to be an original and both together shall be deemed to be one and the same Agreement.

Section 8.09 This Agreement does not constitute, and shall not be construed as constituting, a partnership or joint venture between the Parties.

Section 8.10 All notices, consents and other communications ("notices") which either Party may be required to or desire to give the other Party shall be in writing and shall be given by personal service, telecopy, nationally recognized overnight courier service, registered air mail or certified mail (or by equivalent means) to the other Party at its respective address or telecopy telephone number set forth below. Notices shall be deemed to be given upon deposit into the mail by the Party doing the notifying. Notices delivered by telecopy shall be confirmed in writing by overnight courier and shall be deemed to be given upon deposit into the mail by the Party doing the notifying.

(a) CAPSTONE:

Capstone Academy
/ico/ Amanda Flavell, CEO
351 E. Johnson Highway
East Norriton, PA 19401

(b) SCHOOL DISTRICT:

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

Section 8.11 The Parties agree that they will execute and deliver or cause to be executed and delivered from time to time such other documents and will take such other actions as the other Party reasonably may require to more fully and efficiently carry out the terms of this Agreement.

Section 8.12 In case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision or part of a provision of this Agreement in such jurisdiction, but this Agreement shall be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein and such provision or part shall be reformed so that it would be valid, legal, and enforceable to the maximum extent permitted in such jurisdiction.

Section 8.13 The provisions of this Agreement were negotiated by the Parties and this Agreement shall be deemed to have been drafted by the Parties, notwithstanding any presumptions at law to the contrary.

Section 8.14 The undersigned School District has reviewed this agreement and hereby acknowledge School District's understanding of the terms of this Agreement and agrees to abide by and be held responsible for payment of the obligations set forth above.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands as of the date first above written:

ATTEST:

By: _____

Its:

ATTEST:

Capstone Academy LLC,
a Pennsylvania for profit corporation.

By:  _____

Amanda Flavell, M.A., BCBA

Its: Principal and Chief Executive Officer



85 South Route 100, Allentown, PA 18106

610.398.0904 610.481.9098

barryisett.com

April 30, 2024 rev. May 05, 2024
Project #1046724.000

Via email to David.bonenberger@svpanthers.org

Mr. David Bonenberger, Business Manager
Saucon Valley School District
2097 Polk Valley Road
Hellertown, PA 18055

Dear Mr. Bonenberger:

RE: SAUCON VALLEY SCHOOL DISTRICT
Borough of Hellertown, Northampton County, Pennsylvania
Engineering Services

Isett is pleased to submit this proposal for Engineering Services to Saucon Valley School District (District). Per our conversation on April 18, 2024, and the coordination meeting on April 19, 2024, Isett understands that the District seeks to procure a new scoreboard and sound system through Co-Stars. Because this process circumvents the conventional Design-Bid Build, Isett's services will be limited to electrical and structural drawings for use in permitting and construction as well as project management.

PROJECT UNDERSTANDING

We base our proposed Scope of Services on the following:

1. The District would like to have the project completed before the 2024-2025 school year begins on August 21, 2024.
2. The District intends to purchase the Scoreboard from MTG through a Co-Stars contract.
3. The District would like to purchase the sounds system through Co-Stars as well. Lobar is working through procurement of the sound system through Co-Stars.
4. Isett will assist the District in ascertaining that the selected sound system does not violate local noise ordinances.

SCOPE OF SERVICES

Electrical Scope

1. Design electrical infrastructure to support power to scoreboard. Design based on scoreboard manufacturer's power requirements. Drawings to include plans, notes and details.

2. Electrical drawings to include fiber optic and sound system cabling only, final fiber optic and sound system equipment and terminations are not included.
3. Prepare specifications in the form of notes on drawings.
4. Review shop drawings, submittals and respond to Contractor's RFIs.

Structural Scope

1. Design framing and foundation for the proposed scoreboard based on specifications provided by the scoreboard manufacturer.
2. Produce framing and foundation drawings including notes, sections, and details.
3. Prepare specifications in the form of notes on drawings.
4. Review shop drawings, submittals and respond to Contractor's RFIs.

Construction Services

1. Monitor Project Schedule and advise client regarding the feasibility of completion in time for the opening of School.
2. Prepare for and lead one preconstruction meeting; prepare and issue a Record of Meeting memo.
3. Review shop drawings and submittals for equipment/systems specified in our design documentation.
4. Review and respond to Contractor's RFIs.
5. Review and advise Client on Contractor's change order requests (CORs).
6. Review applications for payment from Contractor to be submitted directly to Client for review and record.
7. As requested, provide up to 10 hours of site observation visits during construction to observe the work for general design conformance.

NOTE: Consistent with industry practices as referenced in the AIA standard construction contracts, Contactor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work. Isett will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences, or procedures, all of which are solely Contractor's rights and responsibilities. Isett will not be responsible for Contractor's failure to perform the work in accordance with the requirements of the Contract Documents. Isett will not have control over or charge of and will not be responsible for the acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

8. Provide a brief written report of our observations for each site visit.
9. After Contractor has submitted its own list of outstanding items and requests a determination of substantial completion, visit the site and prepare a punch list memo.
10. Review Contractor-furnished, red-lined record drawings for clarity and conformance with discussed changes during construction; prepare electronic copies for Client's files.

NOTE: Preparation of an as-constructed file in CAD would be an additional service.

SCHEDULE

A mutually agreeable schedule can be discussed at the time that we receive written notice to proceed.

COMPENSATION

Our fee for the services outlined above is lump sum and shall be billed monthly based upon the percentage of tasks completed as itemized below:

A. Electrical Engineering	\$4,500.00
B. Structural Engineering	\$5,000.00
C. Construction Phase (estimated)	\$4,150.00

QUALIFICATONS/EXCLUSIONS

1. Prior to performing tasks outside the scope of the work, Isett will provide an estimate of the additional cost and will obtain approval from Client. Work directed to be performed outside the Scope of Services above will be billed based on the attached hourly rate schedule. Out-of-scope services include, but are not limited to, additional design concepts, additional meetings or site visits, cost opinions, and value engineering.
2. Insurance coverage or limits (including professional liability insurance) requested in excess of that normally carried would be a reimbursable expense and itemized separately.
3. When project work is suspended for more than six months, fees will be renegotiated. The fee listed above is based upon our portion of the work being completed by December 2024. Should the project be extended through no fault of Isett, we reserve the right to renegotiate the remaining services.
4. We exclude the services of a third-party contractor to perform invasive investigation or testing or lift rental. If requested, Isett can coordinate Client retaining such services, or provide them as a reimbursable expense that includes a 15% markup for the additional liability.

If, after you have reviewed this proposal, you are satisfied with the terms, please sign and return it to us as it will serve as our agreement for this work. If work authorization is not approved, there is no obligation for Isett to complete the work. This proposal is valid for 60 days from issuance. The terms and conditions attached hereto as Exhibit A are incorporated into this proposal and the agreement between the parties as if set forth at length.

We appreciate the opportunity to serve you and look forward to the successful completion of this work.

Sincerely,



Robert A. Sarnowski, CCCA
Project Manager
Project Management & Construction Services

Attachments

ACCEPTED BY:

(Sign name)

DATE: _____

(Print name and title)

Exhibit A

STANDARD CONTRACT TERMS AND CONDITIONS

1. DUTIES AND RESPONSIBILITIES

1.1 Engineer agrees to provide those professional services as agreed to in the scope of services.

2. RESTRICTIONS ON USE OF DOCUMENTS

2.1 It is understood that the drawing(s) rendered under this agreement will be prepared in accordance with the agreed scope and will pertain only to the subject project. Use of the drawings, information or data contained therein for other purposes is at user's sole risk and responsibility.

2.2 Client agrees that all documentation including drawings and other work Engineer furnished to Client or Client's agents which Engineer does not receive compensation for under the terms of this agreement shall remain Engineer's property and shall be returned upon demand and shall not be used for any purpose whatsoever.

2.3 Plans, CADD disks, and specifications, as instruments of service, are and shall remain the property of Engineer, whether the project for which they are intended is executed or not. The plans, CADD disks and specifications shall not be used by Client on other projects, for additions to this project, or for completion of this project by others, except by agreement in writing with the appropriate compensation to Engineer, provided Engineer is not in default under this agreement.

3. STANDARD OF CARE

3.1 Services performed by Engineer under the agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession practicing under similar circumstances in the same or similar locality.

4. OBSERVATION SERVICES

4.1 If required under the scope of services Engineer will provide personnel to observe and report on specific aspects or phases of construction in accordance with the agreed scope of services. Engineer's services do not include supervision or direction of the actual work of Contractor, Contractor's employees, agents, or subcontractors. Client agrees to notify Contractor accordingly. Client shall also inform Contractor that neither the presence of Engineer's field representative nor the observation by Engineer shall excuse Contractor for defects or omissions in Contractor's work.

4.2 It is understood that Engineer shall not be held responsible for any errors or omissions on the part of Contractor, including but not limited to Contractor's failure to adhere to the plans and specifications, regardless of whether or not Engineer is performing observation services. This provision shall be included in the contract between Client and Contractor.

4.3 It is understood that Contractor shall be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and that these requirements shall apply continuously and not be limited to normal working hours. Any monitoring of Contractor's performance conducted by Engineer excludes review of the adequacy of Contractor's safety measures in, on or near the construction site.

4.4 Engineer shall not be held responsible for Contractor's failure to observe or comply with the Occupational Health and Safety Act of 1970, and regulations or standards promulgated thereunder, or any state, county, or municipal law or regulation of similar import or intent.

4.5 It is understood that if Engineer's scope of services does not include observation services, then Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and Client waives any claims against Engineer that may in any way be connected thereto. Client agrees to the fullest extent permitted by law to indemnify and hold harmless Engineer, its officers, directors, employees and subconsultants against all damages, liabilities, or costs, including reasonable attorneys' fees and defenses costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustment or changes made to the Contract Documents to reflect changed field or other conditions.

5. TERMINATION, SUSPENSION

5.1 This agreement may be terminated by either party upon written notice. In the event of termination, Engineer shall be paid for services performed to the termination date plus reasonable termination expenses.

5.2 In the event of termination or suspension for more than three (3) months, prior to completion of all services contemplated by the agreement, Engineer may complete such analysis and records as are necessary to complete the files and may also complete a report on the services performed on the date of notice of termination or suspension. The expenses of termination or suspension shall include all costs of Engineer in reporting, completed data, completing such analysis, records, and reports.

5.3 Client shall make no request of Engineer that, in Engineer's reasonable opinion, would be contrary to Engineer's professional responsibilities to protect the public. Client shall take all actions and render all reports required of Client in a timely manner. Should Client fail to do so, Client agrees Engineer has the right to exercise its professional judgment in reporting to public officials. Client agrees to take no action against or attempt to hold Engineer liable in any way for carrying out what Engineer reasonably believes to be its public responsibility.

6. INVOICES, PAYMENTS

6.1 Engineer will submit invoices to Client monthly and a final invoice upon completion of services. Payment is due upon presentation of invoice and is past due forty-five (45) days from invoice date. Client agrees to pay a service charge of one-half (1/2) percent per month (6% per annum) or fraction thereof on past due payments under this agreement. If an invoice

remains unpaid for more than sixty (60) days Engineer, reserves the right to pursue all appropriate remedies including stopping work and retaining all drawings without recourse.

6.2 Payment to Engineer is a material consideration of this agreement. Therefore, Engineer has a right to suspend services for non-payment as indicated in Section 6.1. Engineer shall not be liable, nor in any way be responsible for damages, delays or increased costs that may occur as a result of Engineer's suspension of services. Client shall hold harmless Engineer for claims that arise due to any suspension.

6.3 It is further agreed that in the event a suit is filed to enforce payment under this agreement, and Engineer prevails completely, Engineer shall be reimbursed by Client for all court costs and reasonable attorney's fees in addition to accrued service charges.

7. DISPUTES

7.1 Intentionally deleted.

8. WARRANTY OF AUTHORITY TO SIGN

8.1 The person signing this contract warrants they have authority to sign as, or on behalf of, Client for whom or for whose benefit that Engineer's services are rendered.

8.2 Intentionally deleted.

9. CHOICE OF LAW

9.1 This contract shall be construed in accordance with the laws of the Commonwealth of PA.

10. SEVERABILITY

10.1 In the event that any provisions herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in the full force and effect, and binding upon the parties hereto.

11. REMEDY

11.1 If the services performed by Engineer are faulty, Client's exclusive remedy shall be for Engineer to re-perform such services to the extent necessary to correct the fault therein without charge to Client or damages limited to those amounts set forth in Warranty, Liability, and Indemnification.

11.2 Intentionally deleted.

11.3 Intentionally deleted.

11.4 Intentionally deleted.

11.5 Any disputes arising out of or related to the agreement shall be heard in the Court of Common Pleas of Northampton County.

12. VALIDITY

12.1 Intentionally deleted.

13. CHANGES IN THE WORK

13.1 The stated total fee constitutes Engineer's estimate of the effort required to complete the project as understood by Engineer. Facts developed after initial planning may dictate a change in direction, additional effort, or suspension of effort, which may alter the scope. If such change, additional effort, or suspension of effort results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, the fee and schedule shall be equitably adjusted.

13.2 Client acknowledges that no amount of site investigation or design can anticipate every potential cost issue and that changes occur on every project. Accordingly, Client shall include a reasonable contingency in its construction budget for unforeseen conditions, imperfect documents, requirements of authorities having jurisdiction, and Client's own changes. Client further agrees to make no claim by way of direct or third-party action against Engineer or its subconsultants for any increased costs within the contingency because of such changes or because of any Contractor claims relating to such changes.

13.3 Engineer shall not be responsible for the cost or expense of constructing or adding a component or item mistakenly left out of the Construction Documents to the extent such component or item would have been required and included in the original Construction Documents and therefore would have been part of Contractor's bid or proposal. In no event will Engineer be responsible for any cost or expense that provides betterment or upgrades or enhances the Project.

14. WARRANTY, LIABILITY, AND INDEMNIFICATION

14.1 Engineer's liability for damages due to error, omission or professional negligence shall be limited to an amount not to exceed \$50,000 or Engineer's fee, whichever is less. If Client prefers not to limit Engineer's professional liability to this sum, Engineer will waive this limitation upon Client's request if Client agrees to pay an additional consideration for this waiver, prior to commencement of services.

14.2 Intentionally deleted.

14.3 Client agrees to be entirely liable for providing any/all contractors working on this project with the latest revisions of all plans.

14.4 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Engineer, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is

not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both Client and Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

14.5 Engineer agrees to indemnify, defend, release and hold harmless the Client and its board members, directors, employees, agents and servants, from and against any and all losses, claims, demands, actions, causes of action, suits, judgments, injuries, liabilities, expenses, including reasonable attorneys' fees and court costs, asserted by any individual or entity arising (i) as a result of Engineer's negligence in the performance of the Services and/or (ii) as a result of a breach by Engineer of any of the terms or conditions of this Agreement. To the extent permitted by law, the Client agrees to indemnify, defend, release and hold harmless the Engineer from and against any and all losses, claims, demands, actions, causes of action, suits, judgments, injuries, liabilities, expenses, including reasonable attorneys' fees and court costs, asserted by any individual or entity arising as a result of a breach by Client of any of the terms or conditions of this Agreement.

15. INSURANCE

15.1 During and throughout the entire Term of this Agreement, Engineer shall maintain all such insurance products with the limits set forth below:

(a) Comprehensive General Liability (Per Project) – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

(b) Professional Liability – in minimum amounts of \$1,000,000 per occurrence and \$3,000,000 aggregate.

(c) Automobile Liability – with a combined single limit of not less than \$1,000,000.

(d) Excess Umbrella Liability – with limits of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate.

(e) Workers' Compensation – with coverage in compliance with the statutory requirements.

15.2 Before beginning the Services, Engineer shall furnish to the Client a certificate of insurance evidencing all required coverage in at least the limits required herein, naming the Client, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability, Automobile Liability, and Excess Umbrella coverages, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the Client.

15.3 Each insurance policy shall remain in full force and effect until the expiration or termination of the Agreement or until all duties to be performed hereunder by Engineer have been performed to the satisfaction of the Client, whichever shall occur later.

16. MISCELLANEOUS

16.1 It is hereby understood and agreed that Engineer, in performing this Agreement, is acting in the capacity of an independent contractor, and that Engineer, in such capacity, is not an agent, servant, partner, or employee of the Client. Engineer has no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf or in name of the Client or to bind the Client in any way whatsoever.

16.2 Nothing in this Agreement shall be construed as the Client waiving any protection provided under the Political Subdivision Torts Claim Act, 42 Pa. C.S.A. § 8541. The provisions of this Section shall survive the termination or expiration of this Agreement with respect to any claims or liability accruing prior to such termination.

16.3 Engineer shall comply with all applicable federal, state, local, and industry statutes, regulations, ordinances, codes, and standards. The specific statutory requirements enumerated in this Section shall not limit the generality of the foregoing sentence or be construed as an exhaustive enumeration of Engineer's obligations under applicable laws. The failure to specifically reference or include said matters in the Agreement does not excuse Engineer from compliance with same.

16.4 Engineer shall comply with the Pennsylvania Human Relations Act, 43 P.S. § 951 et seq., which prohibits discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap, or disability, by employers, employment agencies, labor organizations, contractors, and others. Engineer's attention is directed to the language of the Commonwealth Non-Discrimination Clause as set forth in 16 Pa. Code § 349.101.

16.5 Engineer's agents, representatives, and employees shall not smoke within the limits of the Client's property boundaries or as otherwise required by Federal legislation, Title X, P.L. 103-227, Goal 2000, Educate America Act of 1994 as amended from time to time, including without limitation, 20 U.S.C.A. Section 6081, et seq., the Pro-Children Act of 1994. Nothing in the Educate America Act of 1994 or the codification of same in the Pro-Children Act of 1994 shall preempt any provision of law of a state or political subdivision of a state that is more restrictive. Engineer's agents, representatives, and employees shall not possess or consume alcoholic beverages when within the limits of the Client's property boundaries.

16.6 Engineer's agents, representatives, and employees shall observe all applicable, publicly available Client Board policies.

16.7 This Agreement may be executed in multiple counterparts and each counterpart shall be an original, and all counterparts, together, shall constitute this Agreement. For purposes of the foregoing, facsimile signature shall have the same force and effect as original signatures.

16.8 Failure of either party to exercise, or delay in exercising any right under this agreement shall not operate as a waiver. Exercising any right does not preclude the party from exercising any other right.

16.9 This Agreement constitutes the entire agreement between the Client and Engineer with respect to the subject matters of this Agreement, and supersedes all prior agreements, understandings, and letters related hereto

16.10 This Agreement may not be modified, altered, or changed except upon express, written consent of both parties wherein specific reference is made to this Agreement.