

Saucon Valley School District
Regular Meeting of the Board of Education
January 10, 2023 – 7 pm
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

6:30 pm – Legal Issues

- I. **Call to the Order** – Susan Baxter, *President, presiding*
- II. **Pledge of Allegiance**
- III. **Recording of Attendance** – *Judith Riegel, Secretary*
- IV. **Motion to Approve Agenda**
- V. **Announcement of Executive Session** –
- VI. **Approval of Minutes** – December 20, 2022
- VII. **Recognition** – None
- VIII. **Presentation** –
 - A. High School Representative – Alana Weirbach
- IX. **Superintendent’s Report** – *Jaime Vlasaty, Superintendent*
- X. **Courtesy of the Floor to Visitors – Agenda Items Only** – *Visitors should state their name and address.*

XI. Presentation of Bills – David Bonenberger

- A. General Expenditures – \$654,149.61
- B. Cafeteria Expenditures – \$18,955.22
- C. Health Benefits – None
- D. Capital Projects – None

Recommendations for Approval

Presentation of Bills

- 1. Approve the above presentation of bills.

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

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

- A. Cash Investment and Bond Activity - None
- B. Condensed Board Summary Report - None
- C. Capital Project Finance Report - None
- D. Budget Transfers - \$310.00
- E. Middle School Activity Report - None
- F. High School Activity Report – None

Recommendations for Approval

Treasurer’s Report

- 1. Approve the above Treasurer’s Report

Recommendation: To approve all motions and recommendations as listed above in Treasurer’s Report

XIII. AGENDA ITEMS

A. Education

Items/Projects for Discussion

- A. None

Recommendations for Approval

Policies First Reading*

- 1. Approve the first reading of the following policies:
 - Policy 111 – Lesson Plans
 - Policy 117 – Homebound Instruction
 - Policy 210 – Medications
 - Policy 210 – Medications Attachment
 - Policy 210 AR 0 – Medications
 - Policy 210.1 – Possession/Administration of Asthma Inhalers/Epinephrine Auto-Injectors
 - Policy 317 – Conduct Disciplinary

Policy 317.1 – Educator Misconduct

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

B. Personnel**Items/Projects for Discussion**

- A. None

Recommendations for Approval**Maternity Leave**

1. Approve the following maternity leaves:

Jessica Cummings, High School teacher, starting an unpaid maternity leave on or about April 21, 2023 and her anticipated date of return is January 2024.

Kelly Wehr Elementary School Guidance Counselor – Starting maternity leave on or about February 19, 2023 and anticipated date of return is May 22, 2023

Resignation

2. Approve the resignation of Melissa Finlay, Custodian, her last day will be January 27, 2023.

ESL Long-Term Substitute

3. Approve Christine Reed, ESL long-term substitute, beginning upon completion of employment paperwork until May 29, 2023. The base salary is \$55,182 (B, Step 1), which will be prorated for the number of days worked.

Accounts Payable Clerk

4. Approve Jennifer Stinner as a Full-Time Accounts Payable Clerk at an hourly rate of \$19.33 with benefits per the current Administrative Assistant and Clerical Compensation & Benefits Plan, effective upon completion of employment paperwork.

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

C. Facilities**Items/Projects for Discussion**

- A. None

No Recommendations

Recommendation: No recommendations.

D. Finance**Items/Projects for Discussion**

A. None

2022-2023 Budget Timeline for the 2023-2024 School Year

January 26, 2023 (110 days prior to primary election) – *District Deadline* to have 2023-24 Proposed Preliminary Budget available for public inspection; or adopt a Resolution not to raise the rate of any tax by more than its index.

January 31, 2023 (5 days after Resolution adoption) – *District Deadline* to submit adopted Resolution and proposed tax rate increases to the Department of Education.

February 5, 2023 (10 days prior to Preliminary Budget adoption deadline) – *District Deadline* to give public notice of intent to adopt the 2023-2024 Preliminary Budget unless a Resolution was adopted indicating that it will not raise the rate of any tax by more than its index.

February 15, 2023 (90 days prior to primary election) – *District Deadline* to adopt the 2023-2024 Preliminary Budget unless a Resolution was adopted.

February 20, 2023 (85 days prior to primary election) – *District Deadline* to submit the 2023-2024 Preliminary Budget containing proposed tax rate increases to the Department of Education.

May 31, 2023 - *District Deadline* to adopt the 2023-2024 proposed final budget and upload the signed Certification of Use of PDE-2028 into the Consolidated Financial Reporting System application.

June 10, 2023 (20 days prior to final budget adoption deadline) – *District Deadline* to make the 2023-2024 Proposed Final Budget available for public inspection on PDE-2028.

June 20, 2023 (10 days prior to final budget adoption deadline) – *District Deadline* to offer public notice of its intent to adopt the 2023-2024 final budget.

Recommendations for Approval**IDEA Budget**

1. Approve the 2022-2023 Local Agreement letter with the Colonial Intermediate Unit #20 for the IDEA Budget.

MTI Contract – ES Play

2. Approve the contract with Music Theater International for the Elementary School Production of Schoolhouse Rock Live pending review and approval of the district solicitor.

Business Mileage Rate

3. Approve the federal standard business mileage rate from 62.5 cents per mile to 65.5 cents per mile beginning January 1, 2023, in accordance with the Saucon Valley Education Association Professional Contract and the Administrative Employment Agreement.

Policy 610

4. Approve the change of bid thresholds in Policy 610 per the PA Department of Labor.

Extra Pay

5. Approval of the following teacher’s Extra Pay for the supervision of students past contractual time on December 22, 2022 in the amount of \$18.00 per person.

- | | |
|---------------------|--------------------|
| Tori Heffelfinger | Erin Ruyak |
| Lindsay Steiner | Sarah Roncolato |
| David Young | Joanna Lemay |
| Ann Lemaster | Leah Mickey |
| Jennifer Straub | Kelly Lozowski |
| Jennifer Davison | Linda VanVliet |
| Karen Kemper | Beverly Sparling |
| Lauren Picketts | Kristen Sumoski |
| Julie Bechtold | Jaquelyn Stotz |
| Matthew Bernd | Justine Eskaf |
| Jasmine Kozero | Jennifer Campbel |
| Heather Borger | Nicole Dilenno |
| Rebecca Harvey | Cheryl Kittle |
| Randi McCullough | Elizabeth Ravier |
| Kaitlyn Dennington | Holli Conrad |
| Amber Krisukas | Debra Lacey |
| Amanda Betz | Stephanie Hamman |
| Paige Histan | Lisa Benza |
| Tami Coughlan | Lauren Souilliard |
| Cristina Reyes | Danielle Lewis |
| Stephanie Hand | Desiree Seiferheld |
| Stacey Anthony | Jessica Johnston |
| Kristen McNeal | Samantha Faulkner |
| Kellie King | Amanda Gercie |
| Emily Aragona-Young | Thad Moyer |

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

E. Community Updates

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

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

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

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

I. New Business –

J. Old Business –

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

L. Announcements

Future Meetings ~ January 24, 2023
February 14, 2023

M. Motion to Adjourn Meeting

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

The Business Meeting of the Board of Directors of the Saucon Valley School District was held on Tuesday, December 20, 2022, in the High School Audion immediately following the Reorganization Meeting. Present were Directors Susan Baxter, John Conte, Cedric Dettmar, Bryan Eichfeld, Laurel Erickson-Parsons, Michael Karabin, Tracy Magnotta (online), Shamim Pakzad, and Shawn Welch. Also present were Jaime Vlasaty, Superintendent, Judith Riegel, Board Secretary, and Mark Fitzgerald, District Solicitor.

- I. **Call to the Order** – 7:06 PM - Susan Baxter, *President, presiding*
- II. **Pledge of Allegiance**
- III. **Recording of Attendance** – *Judith Riegel, Secretary*
9-present, 0-absent
- IV. **Motion to Approve Agenda** – Director Welch, second by Director Conte moved to approve the Agenda. Vote: 9-yes, 0-no
- V. **Announcement of Executive Session** – December 6, 2022 (after the meeting) -Personnel
December 20, 2022 – Special Education
Legal Matters
- VI. **Approval of Minutes** – Director Welch, second by Director Conte moved to approve the minutes of December 6, 2022. Vote:9-yes, 0-no
- VII. **Recognition** – None
- VIII. **Presentation** –
 - A. High School Representative – Alana Weirbach
- IX. **Superintendent’s Report** – *Jaime Vlasaty, Superintendent*
- X. **Courtesy of the Floor to Visitors – Agenda Items Only** – None
- XI. **Presentation of Bills** – *David Bonenberger*
 - A. General Expenditures – \$777,028.30
 - B. Cafeteria Expenditures – \$28,143.35
 - C. Health Benefits – \$110,489.84
 - D. Capital Projects – None
 1. Approve the above presentation of bills.

Director Dettmar, second by Director Karabin moved to approve the Presentation of the Bills. Vote: 9-yes, 0-no
- XII. **Treasurer’s Report** – *Cedric Dettmar/David Bonenberger*
 - A. Cash Investment and Bond Activity
 - B. Condensed Board Summary Report
 - C. Capital Project Finance Report
 - D. Budget Transfers - \$996.00

- E. Middle School Activity Report – November 2022
- F. High School Activity Report – November 2022

1. Approve the above Treasurer's Report

Director Dettmar, second by Director Karabin moved to approve the Treasurer's Report.
Vote: 9-yes, 0-no

XIII. AGENDA ITEMS

A. Education

1. Approve the Competitive Cheerleading Team participation in Nationals on February 9-12 in Orlando, FL. The cost of the trip will be funded by fundraising and individual students.

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

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

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

3. Approve the Senior Trip for the Class of 2023 to New York City on May 26, 2023, at an approximate cost of \$150/student.

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

B. Personnel

1. Approve the retirement of Susan Reiss, food service, at the end of the 2022-2023 school year.
2. Approve the retirement of Grant Geiger, middle school guidance counselor effective the end of the 2022-2023 school year.
3. Approve the attached MOU between the SVEA and the Saucon Valley School District regarding the retirement of Grant Geiger.
4. Approve the resignation of Amber Krisukas, K-2 Learning Support teacher effective February 3, 2023.
5. Approve Deb Kimball as the Fashion Club Advisor for the 2022-2023 school year. This is a volunteer position.

Director Karabin, second by Director Dettmar moved to approve Personnel Items #1-5.
Vote: 9-yes, 0-no

6. Approve Dr. Lensi Nikolov for coordination of district assessments and federal programs for a total stipend of \$9,500.00 to be paid out monthly through December 2023.

Director Welch, second by Director Karabin moved to approve Personnel Item #6.

Vote: 9-yes, 0-no

7. Approve a modification to the Compensation and Benefits Plans approved on September 13, 2022, for the Act 93 Administrators and Supervisors, Administrative Assistants, Technology, Paraprofessionals, and Food Service groups so as to provide for an additional .5% added to the compensation pools for the respective groups.
8. Approve the following salary adjustments:
Jaime Vlasaty, Superintendent of Schools: 2.5% for 2022-2023 (effective on July 1, 2023); 2% for 2023-2024
David Bonenberger, Business Manager: 2.5% for 2022-2023 (retroactive to July 1, 2022); 2% for 2023-2024

Director Pakzad, second by Director Welch moved to approve Personnel Items #7 & 8.

Vote: 9-yes, 0-no

9. Approve an unpaid leave from December 12 – 16, 2022 for Arianne Schnalzer, unpaid leave will run concurrently with FMLA.
10. Approve unpaid time off for Melissa Finley for December 19 & 20, 2022.

Director Pakzad, second by Director Karabin moved to approve Personnel Items #9 & 10. Vote: 9-yes, 0-no

C. Facilities

No Recommendations for Approval

D. Finance

2022-2023 Budget Timeline for the 2023-2024 School Year

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June 20, 2023 (10 days prior to final budget adoption deadline) – *District Deadline* to offer public notice of its intent to adopt the 2023-2024 final budget.

- 1. Approve the contract with MTI in the amount of \$740.00 for the Middle School play “High School Musical JR”.

Director Pakzad, second by Director Erickson-Parsons moved to approve Finance Item #1. Vote: 9-yes, 0-no

- 2. Approve waiver of tuition for students #75493, #11440, #75202.

Director Karabin, second by Director Conte moved to approve Finance Item #2. Vote: 9-yes, 0-no

E. Community Updates

- **Hellertown/Lower Saucon Chamber of Commerce** – *John Conte* - None
- **Saucon Valley Foundation for Educational Innovation** – *Tracy Magnotta*

F. Northampton Community College – *Susan Baxter*

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

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

I. New Business – None

J. Old Business – None

K. Citizens’ Inquiries and Comments – None

L. Announcements

Future Meetings ~ January 10, 2023
January 24, 2023

M. Motion to Adjourn Meeting

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

Vote: 9-yes, 0-no

7:25 PM

ATTEST _____

Secretary

President

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: PG - PLGIT GENERAL **Payment Dates:** 12/16/2022 - 01/11/2023

Payment Numbers: 0000062387 - 0000062516

Payment Categories: Regular Checks

Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000062387	12/16/2022	DANIEL GUYER	CONTR SERVICE WRESTLING BOY VA	CONTR SERVICE WRESTLING BOY JH	143.00
0000062388	12/19/2022	ANNE ELIZABETH MILNE	CONTR SERVICE SWIMMING GIRLS V	CONTR SERVICE SWIMMING BOYS VA	73.00
0000062389	12/19/2022	BARBARA GRIEBLE	CONTR SERVICE SWIMMING GIRLS V	CONTR SERVICE SWIMMING BOYS VA	73.00
0000062390	12/19/2022	Beal Matthew	CONTR SERVICE BASKETB BOYS JV		62.00
0000062391	12/19/2022	DANIEL PASZKOWSKI	CONTR SERVICE BASKETB BOYS MS		68.00
0000062392	12/19/2022	HARAKAL CONSTANCE	CONTR SERVICE SWIMMING GIRLS V	CONTR SERVICE SWIMMING BOYS VA	73.00
0000062393	12/19/2022	JOHN P. ISAAC	CONTR SERVICE SWIMMING GIRLS V	CONTR SERVICE SWIMMING BOYS VA	73.00
0000062394	12/19/2022	McKenna Mark	CONTR SERVICE BASKETB BOYS VAR		79.00
0000062395	12/19/2022	NOAH SPARANDEO	CONTR SERVICE BASKETB BOYS MS		68.00
0000062396	12/19/2022	RICHARD C. GABLE	CONTR SERVICE BASKETB BOYS JV		62.00
0000062397	12/19/2022	WILLIAM CORDERO	CONTR SERVICE BASKETB BOYS VAR		79.00
0000062398	12/20/2022	Jared Howard	CONTR SERVICE BACKETB BOYS JRH	CONTR SERVICE BASKETB BOYS JV	99.00
0000062399	12/20/2022	KEVIN STROBL	CONTR SERVICE BASKETB BOYS VAR		79.00
0000062400	12/20/2022	KUTOLOSKI STEVE	CONTR SERVICE SWIMMING BOYS VA	CONTR SERVICE SWIMMING GIRLS V	73.00
0000062401	12/20/2022	Ordiway Christopher B.	CONTR SERVICE SWIMMING BOYS VA	CONTR SERVICE SWIMMING GIRLS V	73.00
0000062402	12/20/2022	ROBERT JOSEPH PEROSE JR	CONTR SERVICE SWIMMING BOYS VA	CONTR SERVICE SWIMMING GIRLS V	73.00
0000062403	12/20/2022	SEDGWICK HARRIS	CONTR SERVICE BACKETB BOYS JRH	CONTR SERVICE BASKETB BOYS JV	99.00
0000062404	12/20/2022	SERENSITS STEPHEN J.	CONTR SERVICE BASKETB BOYS VAR		79.00
0000062405	12/20/2022	WALTER W. JOHNSON JR	CONTR SERVICE SWIMMING BOYS VA	CONTR SERVICE SWIMMING GIRLS V	73.00

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

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: PG - PLGIT GENERAL **Payment Dates:** 12/16/2022 - 01/11/2023

Payment Numbers: 0000062387 - 0000062516

Payment Categories: Regular Checks

Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000062406	01/03/2023	ADAMS JON	CONTR SERVICE BASKETB GIRLS VA		79.00
0000062407	01/03/2023	BESZ KEITH E.	ATHLETIC PROF SERV BSKTB G MS		68.00
0000062408	01/03/2023	Branosky Nathan Todd	CONTR SERVICE BASKETB GIRLS VA		79.00
0000062409	01/03/2023	DENISE O'NEILL	CONTR SERVICE BASKETB GIRLS JV		62.00
0000062410	01/03/2023	Hutnik Kyle	CONTR SERVICE BASKETB BOYS VAR		79.00
0000062411	01/03/2023	JEFFREY D. ZOLTACK	CONTR SERVICE BASKETB GIRLS VA		79.00
0000062412	01/03/2023	JEFFREY DZIEDZIC	ATHLETIC PROF SERV BSKTB G MS		68.00
0000062413	01/03/2023	MICHAEL PINA	CONTR SERVICE BASKETB BOYS VAR		79.00
0000062414	01/03/2023	Noel Matthew	CONTR SERVICE BASKETB GIRLS VA		79.00
0000062415	01/03/2023	WENNINGER ANNE	CONTR SERVICE BASKETB GIRLS JV		62.00
0000062416	01/04/2023	Meier Supply Co Inc.	Repair/Maintenance Equipment		1,714.99
0000062417	01/05/2023	SJ THOMAS COMPANY INC	EXISTING BLD IMPROVEMENTS - ESSER III - HS		43,023.29
0000062418	01/11/2023	21ST CENTURY CYBER CHARTER SCHOOL	SPEC ED TUITION CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	11,878.68
0000062419	01/11/2023	AHOLD FINANCIAL SERVICES	Blanket PO For FCS	Supplies	519.84
0000062420	01/11/2023	ALL PHASE ELECTRIC SUPPLY	Supplies		1,940.83
0000062421	01/11/2023	AMANDA HOLVEK	TUITION REIMB REGULAR 5-8		1,548.00
0000062422	01/11/2023	AMAZON CAPITAL SERVICES	Books for SIP	22-23 Blanket PO	2,110.08
0000062423	01/11/2023	APPLE INC.	Replacement Apple Pencil		624.94
0000062424	01/11/2023	APR SUPPLY CO	SUPPLIES - PLANT OPERATIONS		172.98
0000062425	01/11/2023	ARTS ACADEMY CHARTER SCHOOL	TUITION - CHARTER SCHOOLS		4,177.46
0000062426	01/11/2023	ASHLEY YESTRUMSKAS	TUITION REIMB REGULAR 9-12		1,244.07
0000062427	01/11/2023	BAVTS	VO-TECH TUITION 9-12		69,108.00

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Payment Categories: Regular Checks

Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000062428	01/11/2023	BEHAVIORIAL HEALTH ASSOCIATES	SPEC ED - PROF ED SRV OTR ED - ACCESS - HS		121.00
0000062429	01/11/2023	BETHLEHEM SEWERAGE & EXCAVATING	REPAIRS & MAINTENANCE		350.00
0000062430	01/11/2023	BUXMONT ACADEMY	SPEC ED NON-PUBLIC TUITION		3,874.40
0000062431	01/11/2023	CAMPBELL, RAPPOLD & YURASITS LLP	AUDITING SERVICES		10,000.00
0000062432	01/11/2023	CAPSTONE ACADEMY	TUITION NON PUB - COMP ED 9-12		8,727.34
0000062433	01/11/2023	CHRIN HAULING INC	Trash & Recycling		2,939.86
0000062434	01/11/2023	CINTAS CORPORATION-#101	Mechanic Uniforms		17.50
0000062435	01/11/2023	CIRCLE OF SEASONS CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	SPEC ED TUITION CHARTER SCHOOL	8,724.31
0000062436	01/11/2023	COLONIAL INTERMEDIATE UNIT #20	SPECIAL ED IU CONTRACTED SVCS		64,530.54
0000062437	01/11/2023	Commercial Kitchen Repairs	REPAIRS & MAINTENANCE		1,705.00
0000062438	01/11/2023	COMMONWEALTH OF PA - USTIF	DUES & FEES TRANSPORTATION	DUES & FEES PLANT OPERATIONS	1,650.00
0000062439	01/11/2023	COUNTY OF NORTHAMPTON	REPAIRS/MAINTENANCE	CONTRACTED MAINTENANCE	280.00
0000062440	01/11/2023	CREST/GOOD MFG. CO	SUPPLIES - PLANT OPERATIONS		506.41
0000062441	01/11/2023	D & J SPORTS	Swim Suits		1,742.00
0000062442	01/11/2023	DEBORAH KIMBALL	SUPPLIES - CONSUMER ED 9-12		280.34
0000062443	01/11/2023	DOMENICA ELLIS	TUITION REIMB REGULAR 5-8		3,096.00
0000062444	01/11/2023	EMERGENCY SYSTEMS SERVICE CO	Emergency Generator Preventative Maint		1,811.08
0000062445	01/11/2023	EPLUS TECHNOLOGY INC.	MS Licensing Renewal		71.82
0000062446	01/11/2023	ERIC FOCHT	TUITION REIMB REGULAR 9-12		1,548.00
0000062447	01/11/2023	EXECUTIVE EDUCATION ACADEMY CHARTER SCHOOL	TUITION - CHARTER SCHOOLS		6,962.44

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

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Payment Categories: Regular Checks

Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000062448	01/11/2023	FPSP (FUTURE PROBLEM SOLVING PROGRAM INT.)	downloadable curriculum		42.00
0000062449	01/11/2023	FRITZINGER DORIS L.	SENIOR CITIZENS TAX REBATE		300.00
0000062450	01/11/2023	GENERAL HEALTHCARE RESOURCES LLC	L SUPPORT OTHER PROF SERVICES		6,254.30
0000062451	01/11/2023	HOGAN LEARNING ACADEMY, LLC	TUITION NON PUB - COMP ED 9-12		8,700.00
0000062452	01/11/2023	HOLLY STOCZKO	MISCELLANEOUS BUS OFFICE		77.92
0000062453	01/11/2023	HYDRA-NUMATIC SALES CO.	Waste Water Pump Service		269.50
0000062454	01/11/2023	INNOVATIVE ARTS ACADEMY CHARTER SCHOOL	TUITION - CHARTER SCHOOLS		1,392.48
0000062455	01/11/2023	INTEGRITEC INC.	Boiler Room Chemical Treatment		465.00
0000062456	01/11/2023	J.C. EHRLICH	Pest Management	REPAIRS & MAINTENANCE	2,071.56
0000062457	01/11/2023	JACKIE STOTZ	TUITION REIMB REGULAR K-4		1,593.00
0000062458	01/11/2023	JOHNSTONE SUPPLY	HVAC Supplies		185.88
0000062459	01/11/2023	KAITLIN E. SAUERZOPF	SPEECH - DUES & FEES - EL		253.00
0000062460	01/11/2023	KATHRYN FISHER	TUITION REIMB REGULAR 9-12		795.00
0000062461	01/11/2023	KB GRAPHICS	SUPPLIES POD		28.00
0000062462	01/11/2023	KELLY WEHR	TUITION REIMB REGULAR K-4		1,677.00
0000062463	01/11/2023	KellyAnn Spradlin	LEARN SUPPT - PROF SVC - MS - COMP ED		3,040.00
0000062464	01/11/2023	KEYSTONE COLLECTIONS GROUP	DED: GARN - Full Payroll Pay Date: 12/29/2022		110.33
0000062465	01/11/2023	KOCH ANDREW	ATHLETIC DUES WRESTLING B JRHI		31.00
0000062466	01/11/2023	KRYSTINA SMITH	SUMMER SCHL - PROF ED SRV OTHER ED - MS		560.00
0000062467	01/11/2023	LARA McCARTHY	INSTR PRG OUTSIDE - OTR PROF SVC - MS - COMP		150.00

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

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: PG - PLGIT GENERAL **Payment Dates:** 12/16/2022 - 01/11/2023

Payment Numbers: 0000062387 - 0000062516

Payment Categories: Regular Checks

Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000062468	01/11/2023	LAURA HOCH	TUITION REIMB REGULAR 5-8		1,677.00
0000062469	01/11/2023	LAUREN PICKETTS	TUITION REIMB REGULAR K-4		1,677.00
0000062470	01/11/2023	LEHIGH VALLEY ACADEMY REGIONAL CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	SPEC ED TUITION CHARTER SCHOOL	59,677.75
0000062471	01/11/2023	LIBERTY MUTUAL INSURANCE	CLAIMS JUDGMENT & PENALTIES		10,000.00
0000062472	01/11/2023	LISA MICHELLE BASARA	TRANSP - CONTRACT CARRIERS - COMP ED		1,800.00
0000062473	01/11/2023	LOGAN KIRIPOSKI INC.	Equipment Rental	Portable Toilets	475.00
0000062474	01/11/2023	LOWE AND MOYER GARAGE INC.	SUPPLIES - TRANSPORTATION	Bus Parts	1,755.68
0000062475	01/11/2023	MARK PAGES	TUITION REIMB REGULAR 9-12		1,260.00
0000062476	01/11/2023	MEDCO SUPPLY COMPANY	Athletic Training Supplies		18.96
0000062477	01/11/2023	MERCEDE BURGER	TUITION REIMB REGULAR 5-8		1,677.00
0000062478	01/11/2023	MICHAEL HEITER	Supplies		673.75
0000062479	01/11/2023	MUSIC & ARTS	SUPPLIES REGULAR 5-8		10.99
0000062480	01/11/2023	MUSIC THEATRE INTERNATIONAL	Mary Poppins	OTHER RENTALS - FINE ARTS ELEM	7,619.56
0000062481	01/11/2023	Mylene Hofford	TUITION REIMB REGULAR 5-8		1,677.00
0000062482	01/11/2023	NORTH EAST PARTS GROUP LLC.	SUPPLIES - TRANSPORTATION		1,507.49
0000062483	01/11/2023	PA TURNPIKE TOLL BY PLATE	TRAVEL - TRANSPORTATION		23.20
0000062484	01/11/2023	PAPCO	DIESEL FUEL - TRANSPORTATION	GASOLINE - TRANSPORTATION	28,105.40
0000062485	01/11/2023	PEDIATRIC THERAPEUTIC SERVICES INC.	PROF SVCS		39,145.15
0000062486	01/11/2023	PEN ARGYL AREA SCHOOL DISTRICT	MISCELLANEOUS		39.38
0000062487	01/11/2023	PENNSYLVANIA LEADERSHIP CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	SPEC ED TUITION CHARTER SCHOOL	13,271.17

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

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: PG - PLGIT GENERAL **Payment Dates:** 12/16/2022 - 01/11/2023

Payment Numbers: 0000062387 - 0000062516

Payment Categories: Regular Checks

Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000062488	01/11/2023	PENNSYLVANIA VIRTUAL CHARTER	SPEC ED TUITION CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	5,939.34
0000062489	01/11/2023	PP & L ELECTRIC UTILITIES	ELECTRIC - PLANT OPERATIONS		4,719.93
0000062490	01/11/2023	PPL ELECTRIC UTILITIES	ELECTRIC - PLANT OPERATIONS		28,238.51
0000062491	01/11/2023	RIDDELL ALL AMERICAN SPORTS CORP	Riddell Reconditioning Blanket PO		5,985.50
0000062492	01/11/2023	RIEGEL JUDI	TRAVEL-CONF/SEMIN BUS OFFICE		19.00
0000062493	01/11/2023	ROHRER BUS SALES INC.	Supplies/Repair of Equipment		957.84
0000062494	01/11/2023	RUIZ MANUELA	TUITION REIMB REGULAR 9-12		1,548.00
0000062495	01/11/2023	SAFETY-KLEEN SYSTEMS INC.	Oil Filter Disposal		238.89
0000062496	01/11/2023	SAINTS LOGISTICS INC.	SECURITY SERVICES - DISTRICT		3,022.25
0000062497	01/11/2023	SALISBURY TOWNSHIP SCHOOL DIST	PROF ED SERV - OTHER ED AGENCY		1,412.16
0000062498	01/11/2023	SAMANTHA FAULKNER	TUITION REIMB REGULAR K-4		1,677.00
0000062499	01/11/2023	SAUCON VALLEY SPORTING GOODS	T-shirts for SWPBS		140.00
0000062500	01/11/2023	SERVICE ELECTRIC TELEPHONE CO.	TELEPHONE		1,104.27
0000062501	01/11/2023	Shannon Piccolo	MISCELLANEOUS BUS OFFICE		47.00
0000062502	01/11/2023	ST. LUKE'S HOSPITAL	DUES & FEES TRANSPORTATION	Driver Physicals/D & A Testing	1,035.00
0000062503	01/11/2023	STATE THEATRE	FINE ARTS DUES & FEES		50.00
0000062504	01/11/2023	STOTZ & FATZINGER OFF.SUPPLY	GENERAL SUPPLIES		9.66
0000062505	01/11/2023	SUN LIFE ASSURANCE COMPANY OF CANADA	ASSURANT VOL LIFE INS W/H		919.00
0000062506	01/11/2023	SUPERIOR AUTO SERVICE CO. INC.	REPAIRS & MAINT EQUIP		26.40
0000062507	01/11/2023	THE CAMPHILL SCHOOL INC.	SPEC ED NON-PUBLIC TUITION		4,382.00

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

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: PG - PLGIT GENERAL **Payment Dates:** 12/16/2022 - 01/11/2023

Payment Numbers: 0000062387 - 0000062516

Payment Categories: Regular Checks

Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000062508	01/11/2023	THE LEHIGH VALLEY CHARTER H.S. FOR THE ARTS INC.	TUITION - CHARTER SCHOOLS	SPEC ED TUITION CHARTER SCHOOL	24,780.45
0000062509	01/11/2023	THE PENNSYLVANIA CYBER CHARTER SCHOOL	SPEC ED TUITION CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	39,159.79
0000062510	01/11/2023	TOP TO BOTTOM INTERIORS INC	Repair/Maintenance Equipment		42,739.00
0000062511	01/11/2023	TORI HEFFELFINGER	TUITION REIMB REGULAR K-4		1,677.00
0000062512	01/11/2023	UGI SOUTH	NATURAL GAS - PLANT OPERATIONS		9,663.41
0000062513	01/11/2023	VERIZON WIRELESS	TELEPHONE	COMMUNICATION - ATHLETICS	2,146.45
0000062514	01/11/2023	Vicki Schuller	MISCELLANEOUS BUS OFFICE		69.64
0000062515	01/11/2023	VISTA HIGHER LEARNING	Supplies ESL English Books for Newcomers		516.26
0000062516	01/11/2023	XEROX FINANCIAL SERVICES	LEASE PRINCIPAL EXPENDITURES		11,316.04
10 - GENERAL FUND					652,863.44
Grand Total All Funds					652,863.44
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					652,863.44
Grand Total All Payments					652,863.44

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

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GF - FULTON BANK Payment Dates: 12/22/2022 - 01/11/2023

Payment Categories: Direct Deposits
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
D000000657	01/11/2023	GLENN R. BROWN	SALARY	MILEAGE	125.63 <i>D</i>
D000000658	01/11/2023	ROBERT FREY	ATHLETICS DUES WRESTLING B VAR	TRAVEL- CONFERENCES/SEMINARS	1,160.54 <i>D</i>
10 - GENERAL FUND					1,286.17
Grand Total All Funds					1,286.17
Grand Total Credit Cards					0.00
Grand Total Direct Deposits					1,286.17
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 All Payments					1,286.17

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

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: CP - CAFE - PLGIT Payment Dates: 12/22/2022 - 01/11/2023

Payment Categories: Regular Checks
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000003597	01/11/2023	AMAZON CAPITAL SERVICES	SUPPLIES		67.16
0000003598	01/11/2023	HERSHEY'S CREAMERY COMPANY	NON-REIMB FOOD COSTS		582.62
0000003599	01/11/2023	MORABITO BAKING CO.	FOOD		457.60
0000003600	01/11/2023	PENN JERSEY PAPER CO. LLC	SUPPLIES		1,930.23
0000003601	01/11/2023	POCONO MOUNTAIN DAIRIES	MILK		3,202.34
0000003602	01/11/2023	SINGER EQUIPMENT COMPANY	SUPPLIES		538.71
0000003603	01/11/2023	SNA DEPOSITORY	DUES & FEES		60.00
0000003604	01/11/2023	SYSCO OF CENTRAL PA	FOOD		12,116.56
50 - CAFETERIA					18,955.22
Grand Total All Funds					18,955.22
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					18,955.22
Grand Total All Payments					18,955.22

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

**SAUCON VALLEY SCHOOL DISTRICT
BUSINESS OFFICE**

BUDGETARY TRANSFER FORM
2022-2023

Date: January 10, 2023

		TRANSFER AMOUNT			
		IN	OUT	ACCOUNT TITLE	REASON FOR TRANSFER
1 TO	10-1110-610-000-20-000-000-000-0000	310.00		SUPPLIES REGULAR 5-8	BALANCE ACCOUNT
FROM	10-1110-640-000-20-000-000-000-0000		310.00	BOOKS & PERIODICALS REG 5-8	TRANSFER OF FUNDS

Total Transfer: \$ 310.00

Book School District for PNN

Section 100 Programs

Title Lesson Plans

Code 111 Vol V 2020

Status Active

Authority

To ensure **consistency and** continuity of instruction, the Board requires ~~professional all teachers staff member employees~~ to develop and maintain daily lesson plans. ^[1]

Delegation of Responsibility

To facilitate more effective instruction, lesson plans must be prepared at least ~~a few days~~ ^{three weekly days} ^[2] in advance. **Lesson plans shall** ~~should~~ **be available, and may shall** ~~Plan books will~~ be inspected ^[JH3], and ~~must~~ ^{shall} ^[JH4] conform to the district guidelines established by the

~~-~~
{ } building principal. Lesson plans should reflect alignment to the district curriculum and indicate where the lesson is in relation to the larger course of study.

~~{ } department chairperson.~~

~~-~~

~~{ } Superintendent.~~

Teachers shall make thorough preparation for all daily lessons and shall prepare written plans reflecting such preparation.

{ } **Lesson plans shall be completed and submitted in the designated online platform(s) for review** ^[5] ^[JH6].

Teachers are to provide adequate directions for substitutes, the purpose of which shall be to continue the instructional program or provide a meaningful educational alternative that relates to the subject area.

Plan books Lesson plans must ~~must remain in the teacher's desk overnight to~~ be available ~~to for~~ **immediate access by assigned** substitute teachers ~~at all times.~~

Guidelines

~~The format for lesson plans shall be decided at the building level must follow district guidelines~~ ^[JH7].

~~Written~~ Lesson plans ~~should~~ ^{will} ^{shall} include these Essential Elements of Instructional Planning ~~Three Essentials of Planning:~~

1. ~~What is to be taught~~ ^{Objectives.}

137687794.1

139790628.1

2. How it is to be taught Standards.
3. How the learning is to be assessed. Assements
4. Instructional activities.
5. Accommodations/Differentiation
6. Materials and Resources

Plan book daily grids for the weekly planning period shall contain sufficient information to enable an evaluator or substitute to understand what is to occur during the time for which the plan exists.

Additional written details in the plan book and supplements or addenda to include clearly stated objectives, descriptive methodologies, descriptions for using special materials or equipment, evaluation models, etc., are encouraged. Long-term planning is also encouraged. Such planning will be considered as part of the total record when plans are evaluated.

Flexibility is an essential element in good lesson planning. Weekly Lesson plans can and should be adjusted in accordance with the progress of the class.

Guidelines for implementation of this policy shall include:

1. ~~{ }~~ Lesson plans may be prepared on master sheets **or online templates**. Teachers may choose a lesson plan template that best fits their course(s) of study, but must include the Essential Elements of Instructional Planning noted above. All templates must be approved by building administration.
-
2. ~~{ }~~ The format for lesson plans shall be decided at the building level **or grade level**.
-
- 3.1. ~~{ }~~ While teachers are required to be thoroughly prepared for each daily lesson, plans may be prepared for each lesson or on a long-term basis, i.e. unit of work, whichever is most appropriate.
- 4.2. ~~{ }~~ Material to be used in a lesson, such as **printed or digital** material and audiovisual resources may serve as an integral part of the plan.
- 5.3. ~~{ }~~ Lesson plans for individualized programs should reflect a general overview and purpose of the instructional program; individual student **plans or** records may serve as an integral part of the lesson plan. [JH10]

PSBA Revision 8/20 © 2020 PSBA

Legal References

1. 24 P.S. 510

Pol. 113

Pol. 814

Pol. 815

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[137687794.1](#)

[139790628.1](#)

Section 100 Programs

Title Homebound Instruction

Code 117

Status Active

Adopted

Authority

The Board shall provide ~~pursuant to law~~, homebound instruction to students confined to home or hospital for physical disability, illness, injury, urgent reasons, or when such confinement is recommended for psychological or psychiatric reasons. The period of homebound instruction for an individual shall not exceed three (3) months. [\[1\]\[2\]](#)

Delegation of Responsibility

Application for homebound instruction shall certify the nature of the illness or disability, state the probable duration of the confinement and be recommended by the Superintendent **or designee**. [\[1\]\[2\]](#)

The Superintendent **or designee** ~~may grant~~ **shall forward a** recommendation ~~requests~~ for homebound instruction ~~and shall report each~~ to the Board ~~at its next regular meeting for approval~~.

~~The Superintendent shall develop procedures to safeguard the privacy of each child placed on homebound instruction.~~

The Superintendent **or designee** may request approval from the Department of Education to extend the period of homebound instruction for an individual, which shall be re-evaluated every three (3) months. [\[1\]](#)

Guidelines

The Board shall provide homebound instruction only for those confinements expected to last at least ~~two (2) weeks~~ ten (10) school days, ~~but such e~~ Exceptions may be ~~made~~ **recommended by as** the ~~Intermediate unit or~~ Superintendent **or designee** ~~deem advisable and so recommend~~.

The program of homebound instruction provided to each student shall be in accordance with the standards established by the state.

The Board reserves the right to withhold homebound instruction when **any one (1) of the following occurs**:

1. The instructor's presence in the place of a student's confinement presents a hazard to the health of the teacher.
2. A parent/guardian or other adult in authority is not present with the student during the hours of instruction.
3. The condition of the student precludes any benefit from such instruction.

All requests for homebound instruction are to be made to the principal's office when it becomes apparent that the student cannot continue a regular program of studies.

Exceptions: All requests for homebound instruction in the senior high school should be initiated in the guidance office.

The parent/guardian request for homebound instruction must be accompanied by a physician's statement which includes the reason for the request and the other relevant information. This allows the homebound instructor to plan effectively.

The amount of work completed under the direction of the homebound instructor during the specified period of instruction shall be considered as fulfillment of course requirements and shall be the basis of awarding credit for purposes of promotion and/or graduation.

In order to present an accurate picture of student accomplishments, the homebound instructor will add a brief annotated record of student work and progress to the student's permanent scholastic record.

The homebound instructor, in consultation with faculty members, shall determine the quantity and quality of student work expected during the period of homebound instruction.

The homebound instruction program provides a program of studies up to a maximum of (5) hours of instruction per week.

A student granted homebound instruction shall not be eligible to participate in co-curricular and/or extracurricular activities sponsored by the school district during the period of such instruction.

Legal

1. 22 PA Code 11.25

2. 24 P.S. 1329

Book Policy Manual

Section 200 Students

Title Medications

Code 210 AR 0

Status Active

Last Revised

Last Reviewed

Prior Revised Dates

210-AR. MEDICATIONS

MEDICATION PROCEDURES:

This Administrative Regulation (AR) sets forth procedures for implementing District policy no. 210 concerning the administration of medication and policy no. 210.1 regarding self-administration of medications.

Employees of the Saucon Valley School District, except for school nurses and/or licensed health room aides, and athletic trainers, are generally not trained to administer medication to students.

-
Under certain circumstances, administration of certain emergency medication may be performed by school employees who are not licensed to administer medication, but who have been trained to administer the specified emergency certain medications ~~that may be lawfully administered by a trained school employee including administration of medication under an emergency in accordance with law.~~

The district recognizes that there are extenuating circumstances, which make it necessary for certain students to receive prescribed medication during the school day. Where these extenuating circumstances exist, the certified school nurse, or a registered nurse or a licensed practical nurse who is employed as a health room aide, will administer the medication, providing the parent/guardian has submitted and signed the proper authorization form and there is a prescription order from a licensed medical provider or District standing order. ~~When the school nurse and/or licensed health room aide is unable to administer the prescribed medication, the principal or principal's designee will administer the medication as directed on the authorization form and pursuant to District policy 210.1001.1002.~~

It is the parent/guardian's responsibility to assure an adequate supply of medication in the Nursing Office. Two verbal attempts and one electronic attempt will be documented when supplies reach the five (5) day mark.

When consistent with a physician's orders or instructions, the parent/guardian should attempt to administer the medication before or after school hours.

If it becomes necessary for a parent/guardian to send prescribed medication to school with a student, the school nurse and/or licensed health room aide should follow the guidelines as stated in the Saucon Valley School District Medication Policy (No. 210).

If a physician has given permission for a student to carry medication for self-administration while attending school or participating in a school-sponsored activity, the school nurse and/licensed health room aide should follow the Saucon Valley School District Policy titled **Possession/Use of Self-Administration Medication**. (No.210.1).

Transportation/Disposal of Medication:

All medications, prescription and nonprescription, must be delivered to the school nurse by an adult. Student transportation of medication will be in violation of the school district's drug and alcohol policy. A case-by-case individual review, by administration, may be considered. First offense: is a warning to student and phone call to parent. Second offense: refer to administration for discipline.

The exception to the medication carry procedures exists with students who have a diagnosis of diabetes type I, asthma, or other diagnosis from the student's health care provider and the receipt of parental/guardian consent and health care provider orders allowing for the student to carry and self-administer medications subject to School District approval and providing further that the self-carry of the medication is not otherwise prohibited by law. The parent/guardian of students having such diagnosis, shall provide a new health care provider order for each school year to allow for the student to carry medications. Refer to **Possession/Use of Self-Administration Medications policy 210.1** for additional information. [JH3]

Controlled Substance medication will be counted with the parent/designee upon delivery to the nursing office and recorded on the medication count sheet. Non controlled substance medication may be counted at the nurse's discretion.

Medications needed to be available to students or carried by students for extracurricular activities will be handled on an individual basis by the administration in accordance with policy and law.

Medications that need to be returned at the end of the school year will be counted and documented on the Medication Administration Consent and Licensed Prescriber Order form in the top right-hand corner and initialed. At the end of each school year a notice will be sent home to the parent/guardian offering choices for the pick-up and return of medications. No more than ~~two~~ ^{three} documented [DB4][JH5] attempts will be sent to the parent/guardian prior to discarding medication. If the medication is expired, the medication may be disposed of without notice to the parent/guardian if not picked up within thirty days after the end of the school year. The Certified School Nurse (CSN) shall cooperate with families to return medications prior to discarding unexpired medications.

On the last day of the school year, the CSN will notify building administration of any remaining medications that require parent pick-up.

Any remaining medications that are not picked up by the parent/guardian within the required time periods will be disposed of ~~by crushing the medication and placing it into a biohazard box~~. The number of medications disposed of will be indicated on the Medication Administration Consent and Licensed Prescriber Order form on file from the school year just ended.

Medication Errors

A medication error is defined as a deviation from the standards of care in correct medication delivery, including:

1. Omitted dose.
2. Incorrect time of administration.
3. Incorrect dose.
4. Incorrect student.
5. Incorrect medication.
6. Theft of controlled substance from the health room.
7. Incorrect route.

Medication shall include all medicines prescribed by a physician.

In the event of a medication error:

1. All medication errors should be documented and reported to the Certified School Nurse (CSN) using the Medication Incident Report form.
2. The CSN notifies the parents/guardian of any medication error and building administrator (error 3, 4, 5, 6, 7) and secures the student's safety.
3. The licensed professional who prescribed the medication will be notified at the discretion of the CSN. Assess and observe the student.
4. Send a copy of the Medication Incident Report Form to the [Director of Special Education and Student Services](#). ~~Supervisor of Health and Wellness.~~

Standing Orders:

The district school physician will provide standing orders dated from August 1-July 31. [Saucon Valley Parkland School District Treatment Guidelines](#) will provide guidance to the administration of the standing order medication. Standing Orders may authorize administration of specific over-the-counter medications such as acetaminophen or ~~[JH6]~~antacids and/or emergency medications such as epinephrine to students according to defined protocol.

~~Standing order medication notification will be electronically posted for parental review.~~ Nurse's discretion will be utilized for standing order medication administration according to school district's Health Services Treatment Manual. Parents may discuss standing order medications for their child with the building CSN.

Administration of Stock Epinephrine Auto-Injectors ~~[JH7]~~

~~When responding to a student believed to be experiencing an anaphylactic reaction, a trained school employee shall:~~

- ~~1. Administer an epinephrine auto-injector that meets the prescription on file for either the student or district.~~
- ~~2. If the student is authorized to self-administer an epinephrine auto-injector, the trained school employee may provide the student with an epinephrine auto-injector that meets the prescription~~

~~on file for either the student or the district for self-administration.~~

- ~~-~~
- ~~3. Call for medical help immediately (dial 911).~~
- ~~-~~
- ~~4. Take additional precautionary steps outlined in emergency response procedures and training, including the administration of a second dose of epinephrine, if necessary.~~
- ~~-~~
- ~~5. Stay with the student until emergency medical help arrives.~~
- ~~-~~
- ~~6. Cooperate with Emergency Medical Services (EMS) personnel responding to the incident.~~
- ~~-~~
- ~~7. Notify the school nurse or designee of the incident.~~

~~**Overseeing the Student Self-Administration of Medication in School**~~

~~The school nurse shall be responsible for overseeing the student self-administration of medication in school including but not limited to the following tasks:~~

- ~~-~~
- ~~1. Obtain the required written request and statements from the parent/guardian and health care practitioner including the physician, certified registered nurse practitioner or physician assistant, which shall be kept on file in the office of the school nurse.~~
- ~~-~~
- ~~2. Review pertinent information with the student and/or parent/guardian, specifically the information contained on the statement submitted by the health care practitioner including the physician, certified registered nurse practitioner or physician assistant, which shall be kept on file in the office of the school nurse.~~
- ~~-~~
- ~~3. Determine the student's ability to self-administer medication, proper safety precautions, and the need for care and supervision.~~
- ~~-~~
- ~~4. Complete and sign the self-administration paper work.~~
- ~~-~~
- ~~5. Develop, review and disseminate emergency care plans as needed.~~
- ~~-~~
- ~~6. Oversee educational training for faculty and staff.~~

~~The CSN will reference the Health Service Manual for specific medication guidelines for self administration.~~

Book Policy Manual
Section 200 Pupils
Title Medications
Code 210
Status Active

Adopted

Purpose

The Board shall not be responsible for the diagnosis and treatment of student illness. The administration of prescribed medication to a student during school hours in accordance with the direction of a parent/guardian and ~~family physician~~ **licensed prescriber** will be permitted only when failure to take such medicine would jeopardize the health of the student, or the student would not be able to attend school if the medicine were not available during school hours.

Definitions

For purposes of this policy, **medication** shall include all medicines prescribed by a ~~licensed physician~~ **prescriber** [JH1] and any over-the-counter medicines.

For purposes of this policy, licensed prescribers shall include licensed physicians (M.D. and D.O.), podiatrists, dentists, optometrists, certified registered nurse practitioners and physicians assistants.

Authority

The Board directs all district employees to comply with the Pennsylvania Department of Health's Guidelines for Pennsylvania Schools for the Administration of Medications and Emergency Care.

Before any medication may be administered to or by any student during school hours, the Board shall require the written request of the parent/guardian, **and licensed prescriber**, giving permission for such administration ~~and relieving the Board and its employees of liability for administration of medication or the written order of the prescribing physician, which shall include the purpose of the medications, dosage, time at which or special circumstances under which the medication shall be administered, length of period for which medication is prescribed, and possible side effects of medication.~~ [1][2]

Delegation of Responsibility

The Superintendent or designee, in conjunction with the ~~head nurse~~ **Certified School Nurse (CSN)**, shall develop ~~procedures administrative regulations~~ **procedures** for the administration and self-administration of students' medications.

All medications shall be administered by the ~~school nurse or designee~~ **Certified School Nurse**, or ~~self-administered by the student upon written request~~ **in the absence of the Certified School Nurse by other licensed school health staff (RN, LPN), except as otherwise noted in this policy.**

~~All district employees involved in administering or supervising of self-administration of medication shall receive appropriate training from the school nurse before performing the responsibility.~~

~~Building administrators and the head nurse shall review regularly the procedures for administration and self-administration of medications and shall evaluate recordkeeping, safety practices, and effectiveness of this policy.~~

In the event of an emergency, a district employee may administer medication when s/he believes, in good faith, that a student needs emergency care. [3]

The Certified School Nurse shall collaborate with parents/guardians, district administration, faculty and staff to develop an individualized healthcare plan to best meet the needs of individual students. [4][5]

Guidelines

The district shall inform all parents/guardians, students and staff about the policy and **procedures** **administrative regulations** governing the administration of medications.

All standing medication orders and parental consents shall be renewed at the beginning of each school year.

~~When any medication prescribed for a student is initially brought to school, it shall be the responsibility of the certified school nurse to complete the following:~~

~~1. Obtain written permission from the physician or parent/guardian for administration of self-administration of medication, which shall be kept confidential and on file in the office of the school nurse.~~

~~2. Review pertinent information with the student and/or parent/guardian, specifically:~~

~~a. Reason for taking this medication.~~

~~b. How often and length of time.~~

~~c. What will happen if medication is not taken or is taken incorrectly.~~

~~d. Physician comments about the medication.~~

~~3. Determine the student's ability to self-administer medication and the need for care and supervision.~~

~~4. Observe and evaluate the student's ability to self-administer during the initial administration.~~

~~5. Maintain an individual medication log for all students taking medication during school hours. The log shall be kept in a central place and shall include:~~

~~a. Name of student.~~

~~b. Name of medication.~~

~~c. Medication dosage.~~

~~d. Time of administration.~~

~~e. Route of administration.~~

~~f. Signature of student and the monitor of self-administration.~~

~~g. Initiation and expiration date of drug.~~

Student health records shall be confidential and maintained in accordance with state and federal laws and regulations and the Department of Health Guidelines.^{[6][7]}

Students may possess and use asthma inhalers, ~~and~~ epinephrine auto-injectors, glucagon, and insulin and operate diabetes monitoring equipment when permitted in accordance with state law and Board policy.^{[8][9]}

Delivery and Storage of Medications

All medication shall be brought to the nurse's office, or the main office if the nurse is in another building, by the parent/guardian or by another adult designated by the parent/guardian. All medication shall be stored in the original pharmacy-labeled container and kept in a locked cabinet designated for storage of medication. Medications that require refrigeration shall be stored and locked in a refrigerator designated only for medications. The district shall not store more than a thirty-day supply of an individual student's medication.

Medication should be recorded and logged in with the date, name of student, name of medication, amount of medication, and the school health personnel receiving the medication.

Nonprescription medication must be delivered in its original packaging and labeled with the student's name.

Prescription medication shall be delivered in its original packaging and labeled with:

1. Name, address, telephone and federal DEA (Drug Enforcement Agency) number of the pharmacy.
2. Student's name.
3. Directions for use (dosage, frequency and time of administration, route, special instructions).
4. Name and registration number of the licensed prescriber.
5. Prescription serial number.
6. Date originally filled.
7. Name of medication and amount dispensed.
8. Controlled substance statement, if applicable.

All medication shall be accompanied by a completed Medication Administration Consent and Licensed Prescriber's Medication Order Form, or other written communication from the licensed prescriber.

Disposal of Medications

Procedures shall be developed for the disposal of medications consistent with the Department of Health Guidelines, which shall include:

1. Guidelines for disposal of contaminated needles or other contaminated sharp materials immediately in an appropriately labeled, puncture resistant container.
2. Processes for immediately returning to parents/guardians all discontinued and outdated medications, as well as all unused medications at the end of the school year.
- 3.
4. Methods for safe and environmentally friendly disposal of medications.
5. Proper documentation of all medications returned to parents/guardians and for all medications disposed of by the Certified School Nurse or other licensed school health staff. Documentation shall include, but not be limited to, date, time, amount of medication and will be electronically logged.

Student Self-Administration of ~~Emergency~~ Medications

~~To self-administer medication, the student must be able to:~~ Prior to allowing a student to self-administer emergency medication, glucagon or insulin, or medication to be taken during after school activities or on field trips, the district shall require the following:[9]

1. ~~Respond to and visually recognize his/her name.~~ An order from the licensed prescriber for the medication, including a statement that it is necessary for the student to carry the medication and that the student is capable of self-administration.
2. ~~Identify his/her medication.~~ Written parent/guardian consent.
3. ~~Measure, pour and administer the prescribed dosage.~~ An Individual Health Plan including an Emergency Care Plan.
4. ~~Sign his/her medication sheet to acknowledge having taken the medication.~~ The nurse shall conduct a baseline assessment of the student's health status.
5. ~~Demonstrate a cooperative attitude in all aspects of self-administration.~~ The student shall demonstrate administration skills to the nurse and responsible behavior.

The nurse shall provide periodic and ongoing assessments of the student's self-management skills.

The student shall notify the school nurse immediately following each occurrence of self-administration of emergency medication.

Students shall demonstrate a cooperative attitude in all aspects of self-administration of medication. Privileges for self-administration of medication will be revoked if school policies regarding self-administration are violated.

Administration of Medication During Field Trips and Other School-Sponsored Activities

The Board directs planning for field trips and other school-sponsored activities to start early in the school year and to include collaboration between administrators, teachers, nurses, appropriate parents/guardians and other designated health officials.[10]

Students who are authorized to self-administer their own medications may be required to store their medication with the staff member, chaperone or other responsible adult that is supervising, or assisting in the supervision of, the field trip or school-sponsored activity, as deemed appropriate.

Considerations when planning for administration of medication during field trips and other school-sponsored programs and activities shall be based on the student's individual needs and may include the following:

1. Assigning school health staff to be available.
2. Utilizing a licensed person from the school district's substitute list.
3. Contracting with a credible agency which provides temporary nursing services.
4. Utilizing licensed volunteers via formal agreement that delineates responsibilities of both the school and the individual.
5. Addressing with parent/guardian the possibility of obtaining from the licensed ~~prescriber~~prescriber a temporary order to change the time of the dose.
6. Asking parent/guardian to accompany the child on the field trip, with proper clearances.
7. Arranging for medications to be provided in an original labeled container with only the amount of medication needed.^[JJH2]

Security procedures shall be established for the handling of medication during field trips and other school-sponsored activities.

Legal

1. 24 P.S. 510

2. 22 PA Code 12.41

3. 42 Pa. C.S.A. 8337.1

4. Pol. 103.1

5. Pol. 113

6. 24 P.S. 1409

7. Pol. 216

8. 24 P.S. 1414.1

9. Pol. 210.1

10. Pol. 121

24 P.S. 1401

24 P.S. 1402

Pennsylvania Department of Health Guidelines for Pennsylvania Schools for the Administration of Medications and Emergency Care, March 2010

210-Attach-MedAdmin LicensedPrescrOrder.docx (20 KB)

**Medication Administration Consent And
Licensed Prescriber Order**

Saucon Valley School District

Student Name: _____ Date/Time: _____

School: _____ Teacher/Grade: _____

In accordance with school policy, medication(s) should be given at home before and/or after school. However, when this is not possible, prior to receiving the medication at school, each student must provide the school nurse with a *Medication Administration Consent* form signed by the student’s parent/guardian and a *Medication Order* from a licensed prescriber. All medications must be in an original prescription bottle/container from a pharmacy.

Parent/Guardian Consent:

I give my permission for my child, _____, to receive the following medication by a licensed prescriber during the school day. I understand that the medications will be given by school health personnel according to my child’s licensed prescriber’s directions.

Parent/Guardian signature: _____ Date: _____

Parent/Guardian name printed: _____ Phone: _____

Licensed Prescriber Medication Order:

Patient’s name: _____ Date: _____

Name of medication: _____

Route and dosage: _____

Time of administration: _____

Directions: _____

Discontinuation date: _____

Allergies: _____

Licensed prescriber signature: _____

Licensed prescriber name printed: _____ Phone: _____

Title 210.1 Possession/~~Use of Self-Administration~~Administered Medication of and Asthma Inhalers/Epinephrine Auto-Injectors

Section 200 Pupils

Code 210.1

Adopted

Authority

The Board shall permit students in district schools to possess asthma inhalers **and epinephrine auto-injectors** and to self-administer ~~the certain~~ prescribed medication ~~used to treat asthma when such is parent authorized.~~

~~Possession and use of asthma inhalers by students shall be in accordance~~ **in compliance** with state law and Board policy.^{[1][2]}

The Board shall authorize the district to stock epinephrine auto-injectors in the name of the school district for emergency administration by trained employees to a student believed to be experiencing an anaphylactic reaction.^[3]

Definitions

Anaphylaxis - a sudden, severe allergic reaction that involves various areas of the body simultaneously. In extreme cases, anaphylaxis can cause death.

Asthma inhaler shall mean a prescribed device used for self-administration of short-acting, metered doses of prescribed medication to treat an acute asthma attack.^[4]

Epinephrine auto-injector shall mean a prescribed disposable drug delivery system designed for the administration of epinephrine to provide rapid first aid for students suffering the effects of anaphylaxis.

~~Licensed prescriber shall mean a licensed physician (MD or DO), certified registered nurse practitioner, or physician assistant.~~

Self-administration shall mean a student's use of medication in accordance with a prescription or written instructions from a **licensed** ~~physician, certified registered nurse practitioner or physician assistant~~**prescriber.**

Delegation of Responsibility

The Superintendent or designee, in conjunction with the school nurse(s), shall develop procedures for student possession and **self-administration** of asthma inhalers ~~and self-administration of prescribed medication~~ **or epinephrine auto-injectors and emergency response, and for the acquisition, stocking and administration of stock epinephrine auto-injectors, and training of school employees responsible for the storage and use of epinephrine auto-injectors**^[DB1].

The **District Superintendent or designee** shall annually ~~inform~~ **distribute to** students, parents/guardians, and staff ~~the this~~ policy ~~and procedures governing student possession and use of the asthma inhalers~~ **along with the Student Code of Conduct by publishing such in handbooks and**

newsletters, on the district's website, and through posted notices and other efficient methods.^{[1][5][6][7]}

The school physician shall be the prescribing and supervising medical professional for the district's stocking and use of epinephrine auto-injectors. The Superintendent or designee shall obtain a standing order from the school physician for administration of stock epinephrine auto-injectors.

The school nurse shall be responsible for building-level storage of and administration of stock epinephrine auto-injectors.^[3]

Parents/guardians have the right to opt-out of the provisions of this policy related to the administration of a stock epinephrine auto-injector. To opt-out, a parent/guardian shall sign and return the district's exemption^{[DB2][JJH3]} form to the school nurse. The signed opt-out forms shall be maintained by the school nurse, and the school nurse shall provide trained school employees with the names of students whose parents/guardians have returned a signed opt-out form.^[3]

The district shall post this policy ~~and opt-out form~~ on the district website and make the opt-out form available through the school nurse.

~~When an asthma inhaler is initially brought to school by a student, the school nurse shall be responsible to complete the following:~~

- ~~1. Obtain the required written request and statements from the parent/guardian and physician, certified registered nurse practitioner or physician assistant, which shall be kept on file in the office of the school nurse.~~
- ~~2. The physician/registerd nurse practitioner/physician's assistant will determine the student ability to self-administer medication and the need for care ans supervision and complete the self-administration form, which will be kept on file in the school nurse office.~~
- ~~3. Review pertinent information with the student and/or parent/guardian, specifically the information contained on the statement submitted by the physician, certified registered nurse practitioner or physician assistant.~~
- ~~4. Maintain an individual medication log for all students possessing asthma inhalers.~~

Guidelines

Administration of asthma inhalers and epinephrine auto^[DB4]-injectors shall comply with Board policy, district procedures and individualized student plans such as an Individualized Education Program (IEP), Section 504 Service Agreement (Service Agreement), Individualized Healthcare Plan (IHP), or Emergency Care Plan (ECP).^{[2][3][8][9][10][11]}

In order to maintain a student's health and safety, each student's individualized plan shall address what information will be provided to school staff and other adults who have responsibility for the student in the school setting.^{[2][9][12][13][14][15]}

Student health records shall be confidential and maintained in accordance with state and federal laws and regulations.^{[13][14]}

Student Self-Administration of Asthma Inhalers, ~~and~~ Epinephrine Auto-Injectors, ~~and~~ Other Medications

To self-administer medication, the student must be able to:

- ~~1. Respond to and visually recognize his/her name.~~
- ~~2. Identify his/her medication.~~
- ~~3. Demonstrate the proper technique for self-administering medication.~~
- ~~4. Sign his/her medication sheet acknowledge having taken the medication.~~

5. Demonstrate a cooperative attitude in all aspects of self-administration.

In accordance with Board policy and applicable law, a student may possess and use an asthma inhaler, epinephrine auto-injector during school hours and may possess and use other self-administered medication during after school activities and on field trips. Before a student may possess or use an asthma inhaler, ~~or epinephrine auto-injector, or other self-administered medication during in the school hours setting,~~ the Board shall require the following:^{[1][8]}

1. A written request from the parent/guardian that the school complies with the order of the **licensed physician, certified registered nurse practitioner or physician assistant prescriber.**
2. A **written** statement from the parent/guardian acknowledging that the school is not responsible for ensuring the medication is taken and relieving the district and its employees of responsibility for the benefits or consequences of the prescribed medication.
3. A written statement from the licensed ~~physician, certified registered nurse practitioner or physician assistant prescriber~~ that states:
 - a. **Name of the student.**
 - b. Name of the drug.
 - c. Prescribed dosage.
 - d. Times medication is to be taken.
 - e. Length of time medication is prescribed.
 - f. Diagnosis or reason medication is needed, ~~unless confidential [1][5].~~
 - g. Potential serious reaction or side-effects of medication.
 - h. Emergency response.
 - i. If child is qualified and able to self-administer the medication.
4. **A written acknowledgement from the school nurse that the student has demonstrated that s/he is capable of self-administration of the asthma inhaler, and/or epinephrine auto-injector, or other medication in the school setting. Determination of competency for self-administration shall be based on the student's age, cognitive function, maturity and demonstration of responsible behavior.**^[1]

The district reserves the right to require a statement from the licensed ~~physician, certified registered nurse practitioner or physician assistant prescriber~~ for the continued use of a medication beyond the specified time period.^[1] Permission for possession and use of an asthma inhaler by a student shall be effective for the school year for which it is granted and shall be renewed each subsequent school year.

A student whose parent/guardian completes the written requirements for the student to possess an asthma inhaler and self-administer the prescribed medication in the school setting shall demonstrate to the school nurse the capability for self-administration and responsible behavior in use of the medication. **A written request for student use of an asthma inhaler, and/or epinephrine auto-injector, or other self-administered medication shall be submitted annually, along with required written statements from the parent/guardian and an updated prescription. If there is a change in the student's prescribed care plan, level of self-management or school circumstances during the school year,**

the parent/guardian and the licensed ~~physician, certified registered nurse practitioner or physician assistant/prescriber~~ shall update the written statements.^[1]

The student shall notify the school nurse immediately following each use of an asthma inhaler or epinephrine auto-injector.^[1]

~~During school hours, at any time while on school property, at any school-sponsored activity, and during the time spent traveling to and from school and school-sponsored activities, Students~~ ~~students~~ shall be ~~made aware that the~~ prohibited from sharing, giving, selling, and using an asthma inhaler, ~~is intended for his/her use only and may not be shared with other students~~, ~~or epinephrine auto-injector, or other medication~~ in any manner other than which it is prescribed ~~during school hours, at any time while on school property, at any school-sponsored activity, and during the time spent traveling to and from school and school-sponsored activities~~. Violations of this policy ~~by a student,~~ provisions of a Service Agreement or IEP, or demonstration of unwillingness or inability to safeguard the asthma inhaler or epinephrine auto-injector shall may result in ~~immediate confiscation~~ loss of privilege to self-carry ~~of the asthma inhaler and medication and loss of privileges~~ or epinephrine auto-injector and disciplinary action in accordance with Board policy and applicable procedural safeguards.^{[1][2][7][16][17]}

If the district denies a student's request to self-carry an asthma inhaler or epinephrine auto-injector, or if the student has lost the privilege of self-carrying an asthma inhaler or epinephrine auto-injector, the student's prescribed medication shall be appropriately stored at a location in close proximity to the student. The school nurse, other designated school employees, and the student's classroom teachers shall be informed where the medication is stored and the means to access the medication.^[1]

Standing Order From the School Physician

The school physician shall provide and annually renew a standing order for administration of stock epinephrine auto-injectors to students believed to be experiencing an anaphylactic reaction. Standing orders will be signed by the school physician.

The standing order shall be maintained in the ~~Pupil Services'~~ Nurses' office, and copies of the standing order shall be kept in each location where a stock epinephrine auto-injector is stored.

Acquisition, Storage and Disposal of Stock Epinephrine Auto-Injectors

One or more school employees shall be designated within each school to be responsible for the storage and use of the stock epinephrine auto-injectors.^[3]

Stock epinephrine auto-injectors shall be safely stored in the school nurse's office or other location designated by the school nurse in accordance with the drug manufacturer's instructions.

Stock epinephrine auto-injectors shall be made readily accessible to those employees who have completed the required training to administer it in the event of a student experiencing an anaphylactic reaction. All properly trained employees shall be informed of the exact location where stock epinephrine auto-injectors are being stored within the school nurse's office or other location.^{[DB6][JJH7]}

The school nurse shall obtain sufficient supplies of stock epinephrine auto-injectors pursuant to the standing order in the same manner as other medical supplies acquired for the school health program. The school nurse or designee shall regularly inventory and refresh epinephrine auto-injector stocks, and maintain records thereof, in accordance with the established internal procedures, manufacturer recommendations and Pennsylvania Department of Health guidelines.

Administration of Stock Epinephrine Auto-Injectors

When responding to a student believed to be experiencing an anaphylactic reaction, a trained school employee shall:[\[3\]\[18\]\[19\]\[20\]\[21\]](#)

1. Administer an epinephrine auto-injector that meets the prescription on file for either the student or the district. If the student is authorized to self-administer an epinephrine auto-injector, the trained school employee may provide the student with an epinephrine auto-injector that meets the prescription on file for either the student or the district for self-administration.
2. Call for medical help immediately (dial 9-1-1).
3. Take additional precautions or steps outlined in emergency response procedures and training, including the administration of a second dose of epinephrine, if necessary.
4. Stay with the student until emergency medical help arrives.
5. Cooperate with Emergency Medical Services (EMS) personnel responding to the incident.
6. Notify the school nurse or designee of the incident.

Training

Before any school district employee may be responsible for the storage or administration of epinephrine auto-injectors under this policy, the employee must successfully complete a training course approved by the Pennsylvania Department of Health.[\[3\]](#)

Refresher training shall be completed every two (2) years, and a hands-on demonstration and review of this policy and any accompanying procedures shall be completed annually.

Evidence that such training has been completed shall be placed in the employee's personnel file.

A list of school district employees who successfully complete such training shall be maintained, updated and kept in the school district administration office.

Indemnification

The school district shall indemnify and hold harmless any employee who administers an epinephrine auto-injector in good faith to a student experiencing anaphylaxis, if all of these conditions apply:[\[3\]\[22\]\[23\]\[24\]](#)

1. The employee did not act with the intent to harm or with reckless indifference to a substantial risk or harm in administering the epinephrine auto-injector to the student.
2. The employee successfully completed the training required by this policy.
3. The employee promptly sought additional medical assistance before or immediately after administering the epinephrine auto-injector.
4. The employee administered the epinephrine auto-injector pursuant to this policy, and the student's individualized plan, if applicable.

Saucon Valley School District

Policy

Title – 317 Conduct/Disciplinary

Section – 300

Adopted – November 14, 2006

Revised – March 9, 2021

Content

PURPOSE

Effective operation of district programs requires the cooperation of all employees working together under a system of policies and rules applied fairly and consistently. The orderly conduct of the district's functions requires compliance with these policies and rules, and consistent penalties and disciplinary procedures for violations.

DEFINITION

~~Weapon shall include but not be limited to any knife, cutting instrument, cutting tool, nunchaku stick, brass or metal knuckles, firearm, shotgun, rifle, BB or pellet gun, a replica of a weapon, chemical agent, explosive device, and/or any other tool, instrument or implement capable of inflicting serious bodily injury. Weapon shall not include items or tools typically permissible in an educational setting, including, but not limited to scissors, paper cutters, saws, awls, [insert whatever else may apply].~~ [JJH1]

GUIDELINES

All ~~administrative~~ employees are expected to conduct themselves in a manner consistent with appropriate and orderly behavior.

All ~~administrative~~ employees shall comply with district policies, rules, and regulations; attempt to maintain order; perform assigned job functions; and carry out directives issued by supervisors.

When demotion or dismissal charges are filed against a ~~certificated administrative~~ employee pursuant to law, the Board shall hold a hearing in accordance with the

procedures established in the School Code; non-certificated ~~administrative~~ employees may be entitled to a hearing at the employee's request, pursuant to the School Code and local agency law

When engaged in assigned duties, no employee shall participate in activities that include, but are not limited to, the following:

1. Physical or verbal abuse, or threat of harm, to anyone.
2. Causing intentional damage to district property, facilities, and equipment.
3. Forceful or unauthorized entry to or occupation of district facilities, buildings, and grounds.
4. Use, possession, distribution, or sale of alcohol, drugs, or other illegal substances.
5. Use of profane or abusive language.
6. Failure to comply with directives of district officials, security officers, or law enforcement officers.
7. Carrying onto or possessing a weapon on school grounds without authorization from the appropriate school administrator.
8. Violation of district policies, rules, and regulations.

9. Violations of federal, state, or applicable municipal law or regulation.
10. Conduct that may obstruct, disrupt, or interfere with teaching, research, service, administrative or disciplinary functions of the district, or any activity sponsored or approved by the Board.
11. Non-professional relationships with students.

Mandatory Reporting

Within seventy-two (72) hours of the arrest or conviction, employees shall report to the Superintendent or designee on the designated form:

1. An arrest or conviction required to be reported by law; and/or
2. Being named as a perpetrator in a founded or indicated report pursuant to the Child Protective Services Law.

An employee shall be required to submit new criminal history background checks if the Superintendent or designee has a reasonable belief that the employee was arrested or has been convicted of an offense required to be reported by law to the District, and the employee has not notified the Superintendent or designee within seventy (72) hours of the arrest or conviction.

An employee shall be required immediately to submit a new child abuse history certification if the Superintendent or designees has a reasonable belief that the employee was named as a perpetrator in a founded or indicated report or has provided written notice of such occurrence.

An employee who fails to accurately and timely report such arrests, convictions, or reports naming the employee as a perpetrator of abuse as described above shall be subject to disciplinary action, up to and including termination and criminal prosecution.

Title IX Sexual Harassment and Other Discrimination

Whenever the allegations underlying a report of administrative employee misconduct include conduct that appears to constitute harassment or other discrimination, including Title IX sexual harassment, subject to policies and procedures specific to such conduct, the Compliance Officer/Title IX Coordinator shall be promptly notified and shall respond to such allegations as provided in the applicable Board policies. Whenever an investigation by the district of administrative employee misconduct reveals indications of conduct by any person that appears to constitute harassment or other discrimination, including Title IX sexual harassment, the Compliance Officer/Title IX Coordinator shall be promptly notified and shall respond to such allegations as provided in policies specific to such discrimination. To the extent feasible, investigations pursuant to discrimination policies shall be conducted jointly with investigations by the district of administrative employee misconduct.

DELEGATION OF RESPONSIBILITY

The Superintendent or designee shall prepare and promulgate disciplinary rules for violations of district policies, rules, and procedures that provide progressive penalties, including but not limited to, verbal warning, written warning, reprimand, suspension, demotion, dismissal and pursuit of civil sanctions. The Superintendent or designee shall establish procedures whereby employees shall be informed as to the disciplinary actions that are to be applied for violation of District policies and regulations.

LEGAL REFERENCES

24 P.S. 1122
24 P.S. 1151
22 PA Code 235.10
24 P.S. 510
24 P.S. 514
Pol. 351
Pol. 451
Pol. 551
2 Pa. C.S.A. 551 et seq
24 P.S. 1121
24 P.S. 1126
24 P.S. 1127
24 P.S. 1128
24 P.S. 1129

24 P.S. 1130
23 Pa. C.S.A. 6344.3
24 P.S. 111
24 P.S. 2070.9a
24 P.S. 2070.1a et seq
22 PA Code 235.1 et seq
23 Pa. C.S.A. 6301 et seq

Book School District

Section 300 Employees

Title Educator Misconduct

Code 317.1 Vol IV 2020

Status Active

Purpose

The Board adopts this policy to promote the integrity of the education profession and to create a climate within district schools that fosters ethical conduct and practice.

Authority

The Board requires certificated district employees to comply with the Code of Professional Practice and Conduct and the requirements of the Educator Discipline Act.[\[1\]](#)[\[2\]](#)

Definitions

Educator - shall mean a person who holds a certificate.[\[3\]](#)

Certificate - shall mean any Commonwealth of Pennsylvania certificate, commission, letter of eligibility or permit issued under the School Code.[\[3\]](#)

Sexual Abuse or Exploitation - shall mean any of the following:[\[4\]](#)

1. The employment, use, persuasion, inducement, enticement or coercion of a child to engage in or assist another individual to engage in sexually explicit conduct, which includes, but is not limited to, the following:
 - a. Looking at the sexual or other intimate parts of a child or another individual for the purpose of arousing or gratifying sexual desire in any individual.
 - b. Participating in sexually explicit conversation either in person, by telephone, by computer or by a computer-aided device for the purpose of sexual stimulation or gratification of any individual.
 - c. Actual or simulated sexual activity or nudity for the purpose of sexual stimulation or gratification of any individual.
 - d. Actual or simulated sexual activity for the purpose of producing visual depiction, including photographing, videotaping, computer depicting or filming.
2. Any of the following offenses committed against a child: rape; statutory sexual assault; involuntary deviate sexual intercourse; sexual assault; institutional sexual assault; aggravated indecent assault; indecent assault; indecent exposure; incest; prostitution; sexual abuse; unlawful contact with a minor; or sexual exploitation.

Sexual Misconduct - any act, including, but not limited to, any verbal, nonverbal, written or electronic communication or physical activity, directed toward or with a child or student that is designed to establish a romantic or sexual relationship with the child or student, such acts include but are not limited to:[\[3\]](#)

1. Sexual or romantic invitation.
2. Dating or soliciting dates.
3. Engaging in sexualized or romantic dialog.
4. Making sexually suggestive comments.
5. Self-disclosure or physical disclosure of a sexual or erotic nature.
6. Any sexual, indecent, romantic or erotic contact with a child or student.

Delegation of Responsibility

Duty to Report

The Superintendent or designee shall report to the Pennsylvania Department of Education on the required form, within fifteen (15) days of receipt of notice from an educator or discovery of the incident, any educator:[\[5\]](#)

1. Who has been provided with notice of intent to dismiss or remove for cause, notice of nonrenewal for cause, notice of removal from eligibility lists for cause, or notice of intent not to reemploy for cause.
2. Who has been arrested or indicted for, or convicted of any crime that is graded a misdemeanor or felony.
3. Against whom there are any allegations of sexual misconduct or sexual abuse or exploitation involving a child or student.
4. Where there is reasonable cause to suspect that s/he has caused physical injury to a child or student as the result of negligence or malice.
5. Who has resigned or retired or otherwise separated from employment after a school entity has received information of alleged misconduct under the Educator Discipline Act.
6. Who is the subject of a report filed by the school entity under 23 Pa. C.S. Ch. 63 (relating to child protective services).[\[6\]](#)
7. Who the school entity knows to have been named as a perpetrator of an indicated or founded report under 23 Pa. C.S. Ch. 63.

An educator who knows of any action, inaction or conduct which constitutes sexual abuse or exploitation or sexual misconduct under the Educator Discipline Act shall report such misconduct to the Pennsylvania Department of Education on the required form, and shall report such misconduct to the Superintendent and his/her immediate supervisor, within fifteen (15) days of discovery of such misconduct.[\[5\]](#)

All reports submitted to the Pennsylvania Department of Education shall include an inventory of all information, including: documentary and physical evidence in possession or control of the school relating to the misconduct resulting in the report.[\[5\]](#)

An educator who is arrested or convicted of a crime shall report the arrest or conviction to the Superintendent or designee, within seventy-two (72) hours of the occurrence, in the manner prescribed in Board policy.[\[5\]](#)[\[7\]](#)[\[8\]](#)

Failure to comply with the reporting requirements may result in professional disciplinary action.[\[9\]](#)

Guidelines

Investigation

School officials shall cooperate with the Pennsylvania Department of Education during its review, investigation, or prosecution, and shall promptly provide the Pennsylvania Department of Education with any relevant information and documentary and physical evidence upon request.[\[10\]](#)

Upon receipt of notification in writing from the Pennsylvania Department of Education, the Superintendent or designee shall investigate the allegations of misconduct as directed by the Department and may pursue its own disciplinary procedure as established by law or by collective bargaining agreement.[\[10\]](#)

Within ninety (90) days of receipt of notification from the Pennsylvania Department of Education directing the school district to conduct an investigation (extensions may be requested), the Superintendent or designee shall report to the Department the outcome of its investigation and whether it will pursue local employment action. The Superintendent or designee may make a recommendation to the Department concerning discipline. If the district makes a recommendation concerning discipline, it shall notify the educator of such recommendation.[\[10\]](#)

Title IX Sexual Harassment and Other Discrimination

Whenever the allegations underlying a report of educator misconduct include conduct that appears to constitute harassment or other discrimination, including Title IX sexual harassment, subject to policies and procedures specific to such conduct, the Title IX Coordinator shall be promptly notified and shall respond to such allegations as provided in the applicable Board policies. Whenever an investigation by the district of educator misconduct reveals indications of conduct by any person that appears to constitute harassment or other discrimination, including Title IX sexual harassment, the Title IX Coordinator shall be promptly notified and shall respond to such allegations as provided in policies specific to such discrimination. To the extent feasible, investigations pursuant to discrimination policies shall be conducted jointly with investigations by the district of educator misconduct.[\[11\]](#)[\[12\]](#)

Confidentiality Agreements

The district shall not enter into confidentiality or other agreements that interfere with the mandatory reporting requirement.[\[10\]](#)

Confidentiality

Except as otherwise provided in the Educator Discipline Act, all information related to any complaint, any complainant, or any proceeding related to discipline **under the Educator Discipline Act** shall remain confidential unless or until public discipline is imposed.[\[13\]](#)

Immunity

Any person who, in good faith, files a complaint or report, or who provides information or cooperates with the Pennsylvania Department of Education or Professional Standards and Practices Commission in an investigation or proceeding shall be immune from civil liability. The district also is immune from civil liability for the disclosure of information about the professional conduct of a former or current employee to a prospective employer of that employee.[\[14\]](#)

PSBA Revision 7/20 © 2020 PSBA

Legal References

1. 22 PA Code 235.1 et seq

2. 24 P.S. 2070.1a

3. 24 P.S. 2070.1b

4. 23 Pa. C.S.A. 6303

5. 24 P.S. 2070.9a

6. Pol. 806

7. 24 P.S. 111

8. Pol. 317

9. 24 P.S. 2070.9c

10. 24 P.S. 2070.11

11. Pol. 103

12. Pol. 104

13. 24 P.S. 2070.17b

14. 24 P.S. 2070.17a

23 Pa. C.S.A. 6301 et seq

24 P.S. 2070.1a et seq

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6 Danforth Drive
Easton PA 18045-7899
p 610-252-5550
f 610-252-5740
www.ciu20.org

December 20, 2022

Ms. Jaime Vlasaty, Superintendent
Administration Office
Saucon Valley School District
2097 Polk Valley Road
Hellertown, PA 18055

Dear Ms. Vlasaty,

CIU20 is utilizing DocuSign to acquire your signature for the Local Agreement Letter, IDEA Budget (CFDA# 84.027) that is needed for our IDEA Grant submission. Please review and sign the Local Agreement Letter by Friday, January 13, 2023.

Thank you for your prompt response to this request. Should you have any questions, please call Jon Wallitsch at (610) 515-6412.

Sincerely,

Dr. Jacquelyn Bartek

Dr. Jacquelyn Bartek
Assistant to the Executive Director for Student Services

JB:rh

Enclosure

Cc: Mr. Jon Wallitsch

Local Agreement Letter

Relationships, Responsiveness, Results

IDEA Budget

This agreement assures that the Saucon Valley School District is aware of the federal allocation generated by the December 1, 2022 Child Count. The school district agrees that Colonial Intermediate Unit 20 will use \$73,457.97 to fund their Component 3 Budget (CFDA# 84.027).

--

Signature of Superintendent of the School District

DATE

COVID-19 LICENSING FAQ/GUIDELINES

The Licensing FAQ/Guidelines and Contract Checklist are provided for information only and are not part of the MTI Production Contract

Streaming Royalties

All streaming royalties will be collected via SHOWTIX4U (www.ShowTix4U.com), unless prior arrangements have been made with MTI.

On the Contract Confirmation page, *only* enter royalties for any performances in front of a live audience. For STREAMING performances, you need not enter any amount, and should leave the line blank.

Postponements

Postponing a show (including COVID-19 postponements):

- Log into your MyMTI account at <https://account.mtishows.com>
- Click on [Change Booking](#)
- Make the appropriate selection(s) to adjust your date and click [Submit](#)
- You will receive an email confirmation that the change request was received, and it will include a summary of the changes you requested

Cancellations

Cancelling a show (including COVID-19 cancellations):

- Log into your MyMTI account at <https://account.mtishows.com>
- Click on [Change Booking](#)
- Select [I'd Like to Cancel My Booking](#) and click [Submit](#)
- Once you have received the email confirming that your cancellation was processed, you can access your invoice through your MyMTI account by clicking [Booking Details](#), and then clicking [My Invoice](#).

Refunds/Keeping Funds on Account

Refund checks will be distributed as soon as administratively possible. Processing delays due to fluctuating COVID-19 restrictions in New York City, where the MTI offices are located, may occur.

If you prefer to leave your funds On Account, you can log in to your MyMTI account and select whether you wish to:

- a) leave your funds On Account with MTI for your future use with any MTI-licensed productions
- b) leave your funds On Account temporarily, with MTI processing your refund at a later date (e.g., if you do not currently have access to the location/office where the payment will be mailed)
- c) request that your refund be processed and mailed as soon as possible

Material Returns

Rental material returns: Our materials library is open and able to receive rental material returns. If you have safe access and if possible, please return any rented MTI materials to our library at your earliest convenience.

CONTRACT CHECKLIST

*The Licensing FAQ/Guidelines and Contract Checklist are provided for information only
and are not part of the MTI Production Contract*

Read through your Contract, then **Complete**, **Sign**, and **Return** the following:

▶ **CONTRACT CONFIRMATION Page:**

• **Write In:**

- » Number of Performances (first blank line on Contract Confirmation)
- » Royalty per Performance (second blank line on Contract Confirmation)
- » Additional Rental costs (if any)
- » Grand Total of Additional Materials (from Additional Materials page, if ordering)

• **Include Payment:**

Check or Money Order (no personal checks)

OR

Credit Card information with Signature

OR

Purchase Order (only for schools and government agencies)

- » The \$400 security deposit *must* be paid by Credit Card, Check or Money Order

- ▶ **ADDITIONAL MATERIALS Page**— if ordering (*optional*)
- ▶ **ADDITIONAL ORCHESTRATION Page**— if ordering (*optional*)
- ▶ **VIDEO LICENSE, if available, and \$75 fee** — if ordering (*optional*)
- ▶ **Any other Contract Riders that require signature**

ADDITIONAL NOTES**PLEASE NOTE:**

- For shows with multiple Orchestrations, you may order additional parts *only* for the Orchestration you selected on the Contract Confirmation page.
- Final Sales Tax and Shipping Fees can only be determined after Contract and security deposit have been processed.
- Please read through the entire Contract to ensure proper compliance with the terms of your agreement with MTI.

How to Return your Contract:

- By Email: Scan and email your signed Contract, with payment information, to your licensing representative
- By Mail: Sign and mail your Contract, with payment information, to:

Music Theatre International
423 West 55th Street
New York, NY 10019

MTI PRODUCTION CONTRACT

Your MTI Rep: KAITLIN STERN
Your MTI Account Number: 0061714
Contract #: 9788384 Printed on: 12/21/22

Licensee:

SAUCON VALLEY ELEMENTARY
ATTN.: KENDRA SCHESSLER
2085 Polk Valley Rd
Hellertown, PA 18055-2400

TELE#: 610 838 7001 FAX: 510 838 6661
E-MAIL: kendralee342@yahoo.com

- REPRINT -

Contract Issue Date: 12/21/22
Contract Expiration Date: 02/01/23
Valid For Performances From: 03/17/23 - 03/19/23
MTI Access Code: SCH1965813

THIS IS A LICENSE FOR AN AMATEUR PRODUCTION OF:
SCHOOLHOUSE ROCK LIVE!

SPECIAL CONDITIONS

ROYALTY

ROYALTY A) \$135.00 For Each Regular, Benefit or Other Performance
Provisions: Regular Performance
Seating Limited to 200 per Performance
Tickets @ 5.00

SECURITY DEPOSIT

\$400.00 to be refunded following the safe, timely return of the rented material to us, less handling/shipping/missing materials/brokerage fees, late charges and/or any outstanding account obligations.

RENTAL FEE

\$695.00 for a standard set of materials or any part thereof
Provisions:

See attached ADDITIONAL MATERIALS page for a complete list of all materials included in the Standard Rental Set.

The Standard Rental Set (see attached) is the ONLY acting edition authorized by the Authors and MUST be rented from us as a condition of this offering.

If the rental materials are needed in advance of the standard two-month rental period, they may be rented for \$400.00 extra each month or part thereof, pending availability.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

CONTRACT CONFIRMATION

COMPLETE AND RETURN TO MTI

Your MTI Rep: KAITLIN STERN
Your MTI Account Number: 0061714
Contract #: 9788384 Printed on: 12/21/22

CONFIRMATION OF PERFORMANCE INFORMATION

Name of Organization: SAUCON VALLEY ELEMENTARY
Name of Show: SCHOOLHOUSE ROCK LIVE!
Name and address of performance space/venue: SAUCON VALLEY ELEMENTARY SCHOOL
2085 POLK VALLEY RD , HELLERTOWN, PA 18055
Date(s) of performance(s): 03/17/2023 - 03/19/2023 Offer Expires: 02/01/2023
Please list number of performances for each calendar month: _____

SHIP WITH: Standard Orchestration Alternate Orchestration Partial No Orchestration
(check one) (if "Partial," you MUST mark the required parts on the ORCHESTRATION DETAILS sheet, and return a copy with your signed contract.)

ROYALTY: Royalty A for ___ performance(s) @ \$ 135.00 per performance, a total of \$ _____

RENTAL: \$695.00 for a standard set of materials or any part thereof \$ 695.00

ADDITIONAL RENTAL (Outside of the standard two (2) month period): \$100 per week X _____ weeks \$ _____

SECURITY FEE: Your security fee MUST be paid in full by check, credit card or money order (No Purchase Orders accepted) in order to process your license. Failure to do so may result in a delay in the processing of your license. \$ 400.00

ADDITIONAL MATERIALS GRAND TOTAL (from ADDITIONAL MATERIALS page): \$ _____

SALES TAX (where applicable): \$ _____

TOTAL: \$ _____

TOTAL AMOUNT ENCLOSED: \$ _____

BALANCE REMAINING: \$ _____

SHIPPING

You will be billed for all shipping charges.
Canadian and overseas shipments are by most efficient carrier, unless otherwise instructed.
Special Shipping Instructions: (check one) OVERNIGHT 3-DAY GROUND (up to 7 days)
If no shipping method is selected, shipment will be by FedEx Ground Service
Shipping Address: _____
(NO P.O. BOXES) _____
City: _____ State: _____ Zip/Postal Code: _____

PAYMENT

ALL PAYMENTS MUST BE MADE IN U.S. FUNDS
 CHECK or MONEY ORDER (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)
 CREDIT CARD: VISA MASTERCARD AMERICAN EXPRESS
Card Number: _____ Exp. Date: _____
Name on Card: _____ Billing Postal Code: _____
Signature: _____ Amount: _____
*PLEASE NOTE: ANY REFUNDS ISSUED ON CREDIT CARD PAYMENTS WILL BE PAID TO THE ORGANIZATION BY CHECK
 PURCHASE ORDER: For schools and government agencies ONLY, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. YOU MUST STILL return your check, money order or credit card information for the SECURITY FEE along with your signed, authorized P.O. with this license to cause materials to be shipped.

ACCEPTANCE

By signing below, you agree that (i) you have read and understand the terms and conditions of this Production Contract, the accompanying Performance License and all attached riders, which are incorporated by reference into the Performance License and (ii) Licensee shall abide by the terms and conditions contained therein.
PRINT YOUR NAME _____ TITLE _____
AUTHORIZED SIGNATURE _____ DATE _____
EMAIL _____ DAY PHONE _____

CONFIRM_0_13r

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT

STANDARD RENTAL SET

Your MTI Rep: KAITLIN STERN
Your MTI Account Number: 0061714
Contract #: 9788384 Printed on: 12/21/22

The rental fee includes the materials below and, when applicable, a full OR partial set of the standard OR alternate orchestration. The rental fee will not change if no orchestrations are ordered.

YOUR STANDARD RENTAL SET WILL INCLUDE:

- 1 PROPS GUIDE
- 20 LIBRETTO/VOCAL BOOK
- 2 PIANO CONDUCTOR'S SCORE ACT 1
- 2 PIANO CONDUCTOR'S SCORE ACT 2

ORCHESTRATION

STANDARD ORCHESTRATION

Your MTI Rep: KAITLIN STERN
Your MTI Account Number: 0061714
Contract #: 9788384 Printed on: 12/21/22

Below is a detailed list of all orchestra parts available for this title, along with doublings and other instrumentation notes. If you wish to order additional parts, mark the number of additional parts for each instrument, and return this page with your Contract Confirmation page and include the total number of additional parts on the Additional Materials form.

STANDARD ORCHESTRATION

<u>BOOKS INCLUDED</u>	<u>ADDITIONAL REQUESTED</u>	<u>INSTRUMENT</u>
1	_____	BASS
1	_____	DRUMS

DOUBLINGS

BANJO, BASS
BONGO, GUIRO, KIT, WOOD BLOCK

ADDITIONAL MATERIALS

Your MTI Rep: KAITLIN STERN
Your MTI Account Number: 0061714
Contract #: 9788384 Printed on: 12/21/22

A NOTE ABOUT ADDITIONAL MATERIALS

The following guide will help you determine the price of available Additional Materials for your show.

Note: Not all Additional Materials are available for every show title.

To check for availability of any Additional Materials in the show you are licensing, please see the show-specific list of Additional Materials on the following page.

Performance Accompaniment Recordings **\$350**
(*Rehearsal only*)

Performance Accompaniment Recordings
(*Rehearsal and Performance*)

0 – 500 seats	up to 10 performances	\$750
	11 or more performances (<i>cost per performance over 10</i>)	\$100
501+ seats	up to 10 performances	\$999
	11 or more performances (<i>cost per performance over 10</i>)	\$100

Transpositions-on-Demand (*per song title*) **\$150**
(*complete set of orchestra parts, and piano/conductor or piano/vocal score*)

KeyboardTEK (Keyboard patches & programming)
for pricing and to place an order, visit www.KeyboardTEK.com

OrchExtra® *for pricing, visit* www.rms.biz

— THIS PAGE IS FOR PRICING REFERENCE ONLY —

To order available Additional Materials,
enter the price on the following ADDITIONAL MATERIALS page

ADDITIONAL MATERIALS

Your MTI Rep: KAITLIN STERN
 Your MTI Account Number: 0061714
 Contract #: 9788384 Printed on: 12/21/22

ADDITIONAL MATERIALS ORDER FORM

You can order additional materials and theatrical resources at the following rates.

To order, simply indicate the quantity of each item you would like and add the Grand Total to the Confirmation Page of this Production Contract.

ITEM	QUANTITY		COST EACH	TOTAL
ADDITIONAL MATERIALS				
PROPS GUIDE (Replacement Fee \$41.00)	_____	x	\$ 10.25	= \$ _____
LIBRETTO/VOCAL BOOK (Replacement Fee \$25.00)	_____	x	\$ 6.25	= \$ _____
PIANO CONDUCTOR'S SCORE ACT 1 (Replacement Fee \$60.00)	_____	x	\$ 15.00	= \$ _____
PIANO CONDUCTOR'S SCORE ACT 2 (Replacement Fee \$60.00)	_____	x	\$ 15.00	= \$ _____
ADDITIONAL ORCHESTRA PARTS (Replacement Fee \$60.00) (Attach ORCHESTRATION sheet with additional parts required marked - list total quantity of parts above)	_____	x	\$ 15.00	= \$ _____

THEATRICAL RESOURCES

CUSTOMIZABLE SHOW POSTERS AND ARTWORK	_____	x	\$ 175.00	= \$ _____
PROPS GUIDE (Replacement Fee \$41.00)	_____	x	\$ 10.25	= \$ _____
HOW DOES THE SHOW GO ON?	_____	x	\$ 21.00	= \$ _____
LOGO PACK DIGITAL	_____	x	\$ 75.00	= \$ _____
PRODUCTIONPRO-DIGITAL SCRIPT/SCORE	_____	x	\$ 199.00	= \$ _____
REHEARSCORE APP	_____	x	\$ 350.00	= \$ _____
STAGE WRITE APPLICATION	_____	x	\$ 150.00	= \$ _____
STREAMING & REMOTE LICENSE	_____	x	\$ 75.00	= \$ _____

TRANSPPOSITIONS-ON-DEMAND ***

ADDITIONAL MATERIALS GRAND TOTAL (add this total to Contract Confirmation Page) \$ _____

You MUST return this form along with your contract to receive materials.

Add total for all items here.

***See previous page for pricing information

- Customized Poster requires purchase of Logo Pack. If you order a Customized Poster without ordering a Logo Pack, a Logo Pack (at \$75) will automatically be added to your order.

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL MATERIALS

BILLING CREDITS

Your MTI Rep: KAITLIN STERN
Your MTI Account Number: 0061714
Contract #: 9788384 Printed on: 12/21/22

SHOW BILLING CREDITS

For proper usage, refer to **Section I, Paragraphs 4 (A & B)** of the Performance License.

SCHOOLHOUSE ROCK LIVE!

Originally Adapted and Produced for the Stage by Theatre BAM

From the Series Created by George Newall and Tom Yohe

Based on an Idea by David McCall

Book by Scott Ferguson, George Keating and Kyle Hall

Music and Lyrics by Lynn Ahrens, Bob Dorough, Dave Frishberg, Kathy Mandry, George Newall and Tom Yohe

MTI BILLING

In accordance with the **Dramatic Performing Rights License**, all publicity materials (posters, programs, websites and press releases, etc.) **MUST** include the following credit:

SCHOOLHOUSE ROCK LIVE!
Is presented through special arrangement with Music Theatre International (MTI).
All authorized performance materials are also supplied by MTI.
www.mtishows.com

VIDEO RECORDING WARNING

This license does NOT grant the right** to make, use and/or distribute an audio or audiovisual recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, through physical media (e.g., film, CD, DVD, tape) or any method of digital recording or distribution. You agree to inform all parents, students and attendees of the above prohibitions against recording the show by means of both a program note and a pre-show announcement.

In compliance with the above condition, you **MUST** include the following warning in your program:

Any video and/or audio recording of this production is strictly prohibited.

**except with respect to certain titles, where a limited video license is available for \$75.00 and you have purchased that license.

PERFORMANCE LICENSE

Your MTI Rep: KAITLIN STERN
Your MTI Account Number: 0061714
Contract #: 9788384 Printed on: 12/21/22

This Performance License (the "License"), and any Contract Riders attached to the MTI Production Contract ("Production Contract"), are incorporated by reference into the Production Contract and contain important restrictions and requirements regarding Licensee's production. Throughout this License, Music Theatre International is referred to as "MTI", "we" or "us"; the organization to which the Production Contract is issued is referred to as "Licensee" or "you"; and the individual signing on behalf of the Licensee is referred to as the "Authorized Signatory."

Please read this Performance License carefully and keep this copy for your records.

Your signature on the acceptance line of the Production Contract accompanying this License will acknowledge that:

- a) you have read and understand the terms, conditions and provisions set forth below;
- b) you are authorized to sign the Production Contract on behalf of Licensee;
- c) you agree to the terms, conditions and provisions contained herein on behalf of Licensee; and
- d) you will inform the producer(s), director(s) and creative team of Licensee's production of the terms, conditions and provisions contained in this Production Contract.

I. COPYRIGHT PROVISIONS, PRODUCTION RULES AND BILLING

Any violation of these copyright provisions shall automatically and immediately terminate the Production Contract.

1. **Rights Granted:** This Production Contract allows the public performance of the Play as represented in the rented materials provided by MTI under the following terms and conditions. The rights granted by MTI do not include the right to utilize the original choreography, staging, direction, costume designs or scenery designs from any prior production of the Play (unless such rights are included in materials provided by MTI or otherwise permitted by MTI in writing), and you may not use such elements, in whole or in part, in your production unless you have obtained the right to do so from the owner of such elements (such as the director, choreographer or designer). See separate Contract Rider for more detail regarding Replica Elements.
2. **Changing the Play; Casting:** Under federal law and under the terms of this Production Contract, you may not make any changes to the Play or any additional materials purchased or rented from MTI (the "MTI Rental Materials"), including but not limited to the following:
 - a. You may not add music, dialogue, lyrics, non-verbal scenes or anything to the Play as embodied in the MTI Rental Materials, including any songs or dialogue from any film version of the Play or from any other production of the Play.
 - b. You may not delete, in whole or in part, any material in the Play as embodied in the MTI Rental Materials.
 - c. You may not make changes of any kind, including but not limited to changes of music, lyrics, dialogue, sequence of songs and/or scenes, time period, setting, characters or characterizations or gender of characters in the Play.
 - d. You agree that any proposed change, addition, omission, interpolation, or alteration in the book, music, or lyrics of the Play shall first be submitted in writing to MTI. MTI may, in its sole discretion, seek approval for such change from the authors or other rightsholders of the Play (the "Rightsholders"). If permission for any such change is granted, such changes shall become the property of the Rightsholders without any obligation to you or any third party making such changes, and MTI may require you to enter into a work for hire agreement or copyright assignment with such third party. If MTI does not respond to a request for any changes in writing, the change shall be deemed disapproved. No such change shall be implemented in your production unless and until MTI has notified you in writing that the change is approved.
 - e. The use of makeup to alter a performer's race or ethnicity (e.g., blackface, etc.) is strictly prohibited under this Performance License. Certain titles may have additional casting requirements set forth in a separate contract rider.
 - f. You may not make any physical or digital copies of the materials provided or physically alter, amend, or change them, or digitally distribute them, without MTI's prior written permission. If such permission is granted, you agree to collect and destroy all such copies upon the completion of your production.
 - g. MTI and the Rightsholders shall not be obligated at any time to offer royalty participation or make any payment to any person whom you may hire to direct, choreograph, stage, design, furnish musical services or otherwise actualize your production unless that person has entered into a written agreement directly with the Rightsholders or MTI.
 - h. **The Authorized Signatory agrees to review these copyright provisions with the director and entire creative team of your production.**

PERFORMANCE LICENSE

(CONTINUED)

Your MTI Rep: KAITLIN STERN

Your MTI Account Number: 0061714

Contract #: 9788384 Printed on: 12/21/22

- 3. Advertising/Recording/Broadcast (Audio, Video, Digital, etc.):** Except for the customary right to advertise and publicize the Play by means of print, radio, television, online and social media, including TV commercials and B-Roll (in which no radio, television or digital commercial produced by Producer shall contain excerpts from the Play in excess of 30 seconds (90 seconds in the aggregate)), this Production Contract grants no rights to record, stream or distribute the Play or any portion of it by any means whatsoever (subject to the last sentence of this Paragraph). Specifically, except as set forth in the previous sentence, this Production Contract does not grant you any right to (i) make an audio or audiovisual recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, tape, film, CD, DVD or digital versions; or (ii) to televise, broadcast, stream, make available for download or otherwise post online or in social media or through any mobile device the Play or any portion of it. You agree to inform all audience members of the above prohibitions against recording the show by means of both a program note and a pre-show announcement. If you have purchased a Streaming or Video License (where available) for your production of the Play, you may permit limited recording in accordance with the terms of the Streaming or Video License.
- 4. Billing Credits and Use of Logos in Advertising and Promotion:**
- a. **Billing:** You must bill the Play, the authors and other creative personnel in all programs, houseboards, displays, websites, advertising and publicity (print or digital) exactly as set out in the Billing Credits section of this Production Contract. Your program must also include any other required language that appears in the Billing Credits (e.g., MTI credit, video recording warning language).
 - b. **Bios:** If your program or website includes bios of any member of your creative team, you must include both (i) author bios and (ii) Music Theatre International's bio in your program. Bios may be found on our website at www.mtishows.com/bios or may be obtained by request from MTI.
 - c. **Logos:** You may not use the copyrighted logo of the Play or any logo associated with any other production or film version of the Play, unless you purchase an MTI Logo Pack featuring that logo (where available) and you pay MTI the appropriate fee, if required.
 - d. **Use of Play Title in Domain Names and Social Media:** You may not use any domain name or social media or account/handle incorporating the name of the Play without the prior written permission of MTI. If permission is granted, you must agree to assign the domain name to the Rightsholders or their duly authorized representatives.
 - e. **Program Copies:** One (1) print copy of the program for your production should be sent to MTI's Business Office (in lieu of a print version, digital copies can be emailed to licensing@mtishows.com) not later than three (3) days following the opening performance.
- 5. Merchandise:** You may not create merchandise based on the Play or using the Play's title, logo, characters, lyrics or text, whether for sale or distribution, without written permission from MTI acting on behalf of the Rightsholders or their duly authorized representatives. You may sell merchandise purchased from MTI (e.g., T-shirts), where available.

II. PERFORMANCE LICENSE AND PAYMENT PROVISIONS

- 1. License Effective Date; Payments:** MTI must receive, prior to the Offer Expiration Date on the first page of the Production Contract, (i) a signed copy of the Production Contract and (ii) your security deposit and any other payments that are due on execution, in U.S. funds, or your application for a license to produce the Play on the performance dates listed in the Production Contract will expire. Furthermore, MTI reserves the right to revoke the license offer at any time in its sole discretion before it has received the signed Production Contract and required payments. You will receive a confirmation from MTI when all such necessary submissions have been received and accepted (please allow approximately ten (10) business days) and at such time your Production Contract will take effect and your production will be considered licensed ("Fully Licensed"). Until such time, you agree not to advertise, announce, audition, present or sell tickets for any performances of the Play. Your license to produce the Play is conditioned on MTI receiving payment in full of all royalties, rental fees and other materials costs under this Production Contract (including payment for any ancillary productions or services purchased subsequent to the date the Production Contract was issued). (Accredited schools and government agencies only may provide a purchase order in lieu of upfront payment pursuant to Paragraph II. below). Payment in full is required before MTI will ship materials to you. In any case, if payment in full has not been received by MTI prior to the first scheduled performance date, the rights granted to you in this Production Contract will terminate and your production will be deemed to be unlicensed. You agree to pay all royalties, rental and any other amounts due to MTI upon execution or within the time period specifically set forth in the Production Contract and any rider. If no time period is listed for any other charges, you agree to pay such amounts owing to MTI within forty-five (45) days from the end of your production or within thirty (30) days of receipt of an invoice from MTI, as applicable.

PERFORMANCE LICENSE

(CONTINUED)

Your MTI Rep: KAITLIN STERN

Your MTI Account Number: 0061714

Contract #: 9788384 Printed on: 12/21/22

- 2. Changes:** If you wish to change any of the conditions set forth in this Production Contract in any way (including change of dates, reducing or increasing the number of performance(s), ticket price adjustments or change of venue), you must submit such requested changes to MTI's Business Office in writing immediately, and MTI must approve all changes before they may take effect. Changes in dates may be disallowed because of licensing restrictions on the Play (e.g., due to tours). Changes in the number of performances, tickets prices and venue or seating capacity may alter the fees quoted in the Production Contract. If MTI does not receive notice of changes prior to your first scheduled performance date under your Production Contract, MTI reserves the right to retain all amounts received or due to MTI under the original Production Contract. In addition, if any such changes would increase the amount owing to MTI (e.g., increased ticket prices; adding performances or increasing seating capacity), MTI will charge your account for such additional amounts. MTI in its discretion may charge a change fee of \$25 each time changes (other than addition of performances or increased ticket prices) are made following the issuance of this Production Contract. If you wish to cancel your entire production, you must do so in accordance with Paragraph II.4 below.
- 3. Additional Performances:** If you request the right to add performances or sell additional seats per performance pursuant to Paragraph 2 above, you agree to make additional royalty and rental payments for all such additional performances. You agree not to announce, advertise, present or sell tickets for such additional performances or additional capacity without prior written permission from MTI and payment of the additional royalty and fees due.
- 4. Cancellation of Production:** If you wish to cancel your entire production, you must notify MTI's Business Office in writing immediately, but in any case prior to the date of the first scheduled performance set forth in the Production Contract. You understand that, even if you do not present the Play, you may be obligated for the fees set forth in this License and the Production Contract. MTI reserves the right to charge a cancellation fee of fifty dollars (\$50.00) and is entitled to retain all other amounts paid or owing to MTI under this Production Contract. Cancellation of individual performances is covered in Paragraph II. 2 above. Refunds, if any, for a cancelled production will be issued in accordance with Paragraph II. 14 below. If MTI does not receive notice of cancellation of your production prior to the first scheduled performance date under your Performance License, MTI reserves the right to retain all amounts received or due to MTI under the original Production Contract as well as any other payments received for ancillary products and services after the Production Contract was issued.
- 5. Complimentary Tickets:** You agree as a condition of this Production Contract to reserve two (2) complimentary tickets for each performance (if requested) for the use of MTI and the Rightsholders and MTI agrees not to sell such tickets.
- 6. Purchase Orders:** For accredited schools and government agencies only, a signed, authorized Purchase Order is acceptable in lieu of upfront payment. You must still provide a check, credit card or money order for the SECURITY FEE as well as your signed, authorized Purchase Order when you return the signed Production Contract to cause materials to be shipped. Following the end of the production, you agree to promptly pay royalty and rental payments as well as any other amounts owing for ancillary products and services purchased after the original Production Contract was issued.
- 7. Accounting:** You agree to keep and maintain full and regular books and records in which you shall record all items in connection with the production and presentation of the Play, including dates of performance, ticket prices and number of tickets sold. Such books and records shall be open at all reasonable business hours for inspection by MTI or its representatives at your office, and MTI shall have the right to make copies of and take extracts from such books and records. You shall submit to MTI's Business Office, within five (5) days following demand by MTI, a sworn statement setting forth the total number of performances actually presented and the precise date and place of each such performance. MTI's rights under this Paragraph shall continue for five (5) years following (i) the date of the last performance licensed under the Production Contract or (ii) the date on which MTI received final payment due hereunder, whichever is later.
- 8. Default:** This License is conditioned upon your fulfillment of all obligations set forth in the License and in the accompanying Production Contract, including the prompt payment of all rental, royalty, security and other fees owing to MTI in U.S. funds when due. If any such payments are not made in full to MTI when due, the rights granted to you under this License will be deemed void ab initio (i.e., this License will be deemed invalid from the outset) and the production that is the subject of this License (and all performances thereof) will be deemed to constitute infringement and breach of contract under applicable law. Nevertheless, you will remain liable for the payment of all fees that might be due to us under this License and will be subject as well to statutory damages for copyright infringement. If you default in the performance of any of the terms of this License, then, in addition to any and all other remedies which we might have at law, we shall have the right to a preliminary injunction to enjoin further performance of the Play. You agree to reimburse us for any expenses incurred by us in enforcing our rights under this Paragraph 8, including, but not limited to, attorneys' fees, telephone, fax, and postage charges and collection expenses. If you pay by check and it is returned insufficient funds or if you stop payment, MTI will charge a returned check fee (currently \$45).

PERFORMANCE LICENSE

(CONTINUED)

Your MTI Rep: KAITLIN STERN
Your MTI Account Number: 0061714
Contract #: 9788384 Printed on: 12/21/22

9. **Warranty:** MTI warrants that, on behalf of the Rightsholders of the Play, it is authorized to grant this License to you. MTI makes no other warranties.
10. **Reserved Rights:** All rights in and to the Play other than those specifically licensed to you under the terms of this Production Contract are reserved to MTI, with the unrestricted right of MTI to use, exploit or dispose of any of them at any time, whether or not the exercise of such rights may be in competition with the rights granted to you in this License.
11. **Transfer of Rights:** Under no conditions can this License be assigned or transferred without written consent from MTI.
12. **Governing Law:** This License shall be governed by the Laws of the State of New York, and any dispute arising out of or under this License agreement shall be litigated only in the courts of the City or State of New York in the City of New York or the United States District Court in the Southern District of New York, and in no other forum.
13. **Indemnification of Licensor:** You agree to indemnify MTI and its affiliates and the Rightsholders of the Play from any claim arising out of your violation of any of the provisions of this Production Contract.
14. **Refunds:** Refunds will be issued in the following circumstances.
- Following the conclusion of your production, if any refund is due to you (e.g., unused portion of security deposit), you may elect to keep such amounts on your account to be used for future productions. If you do not elect to keep your refund amount on account, MTI will automatically process the refund within 6 to 8 weeks from the conclusion of your production. Your refund amount may be affected by charges such as shipping fees, missing materials charges, bank charges and other charges and fees specifically mentioned in this Production Contract.
 - If you have cancelled your entire production in a timely manner in accordance with Paragraph II.4 above and are entitled to a refund, you may elect to keep the refund on your account to be used for future productions. If you do not elect to keep your refund on account, MTI will process your refund within 6 to 8 weeks from the date MTI receives written notice of the cancellation. Your refund amount may be affected by charges such as shipping fees, missing materials charges, bank charges and other charges and fees specifically mentioned in this Production Contract.

You acknowledge that during a Force Majeure Event (as defined in Paragraph II.15 below), any refunds due to you may be delayed due to the volume of cancellations and refunds to be processed.

15. **Force Majeure:** Neither MTI nor the Licensee will be deemed in default of this License as a result of its delay or failure to perform its obligations (other than the Licensee's payment obligations) when such delay or failure arises out of causes beyond the reasonable control of MTI or the Licensee. Such causes may include, but are not restricted to, acts of God or the public enemy, war, insurrections, riots, civil disturbances, acts of terrorism, government restriction, fires, floods, strikes, unusually severe weather, epidemics, pandemics or other large-scale health events; but, in every case, delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the party (a "Force Majeure Event").

In the case of a Force Majeure Event that results in the cancellation or postponement of Licensee's production, Licensee must, as soon as reasonably practicable after the onset of a Force Majeure Event, (a) provide written notice to MTI of the nature and extent of such Force Majeure Event and (b) inform MTI whether it has cancelled or changed the production dates or intends to do so. Cancellation of Licensee's production shall be in accordance with Paragraph II.4. Proposed changes (such as postponement) to Licensee's production shall be in accordance with Paragraph II.2. If Licensee is unable to notify MTI in writing prior to the cancellation or proposed change, Licensee shall do so as soon as reasonably practicable but in any event within five (5) business days of the originally scheduled first performance date (or if the Force Majeure Event begins after performances have begun, within five (5) business days of the onset of the Force Majeure Event). If MTI does not receive written notice that Licensee has cancelled its production due to the Force Majeure Event within such time period, MTI will assume such production has taken place in accordance with the terms of the Production Contract and will have the right to retain all amounts previously paid or owing to MTI for such production (and no refunds will be issued).

Except in the case of cancellations and changes for which Licensee has notified MTI as provided above, nothing in this Paragraph shall affect or reduce Licensee's payment obligations under this Production Contract. Licensee shall remain liable for any cancellation fees, missing materials charges, shipping fees and other charges set forth in the Production Contract, including royalties for performances of the Play that were presented prior to the Force Majeure Event. Licensee also will remain liable for amounts owing for ancillary products and services purchased after the original Production Contract was issued, all of which MTI may deduct from the security deposit or other funds on account at MTI.

PERFORMANCE LICENSE

(CONTINUED)

Your MTI Rep: KAITLIN STERN

Your MTI Account Number: 0061714

Contract #: 9788384 Printed on: 12/21/22

In the case of a Force Majeure Event affecting MTI, MTI shall, as soon as reasonably practicable after the occurrence of the Force Majeure Event, (a) provide written notice (such notice may be given by emails, social media or website postings to customers generally); and (b) use commercially reasonable efforts to resume performance (e.g., shipping materials) as reasonably practicable.

- 16. Compliance with Laws.** Licensee represents and agrees that it shall be aware of and comply with all federal, state and local laws applicable to its production, including laws, regulations and ordinances pertaining to social gathering restrictions as well as any other rules or guidance regarding the COVID-19 outbreak (or similar public health situation) which may impact any aspect of Licensee's production, including but not limited to rehearsals, performances and audience attendance. MTI makes no representation or assessment of the legality or prudence of Licensee's decision to proceed with its production, nor shall MTI or the Rightsholders be held liable for any claims arising out of Licensee's decision to proceed with its production. Licensee shall indemnify and hold MTI and the rightsholders harmless from any claims, costs, and damages arising out of Licensee's production.

III. MATERIALS RENTAL PROVISIONS

- 1. Rental Term and Delivery:** Delivery of the MTI Rental Materials is conditioned on your production being Fully Licensed as described in Paragraph II.1 (i.e., you have received written confirmation from MTI after submitting the signed Production Contract and paying all applicable royalty, rental and security fees). Provided your production is Fully Licensed, the MTI Rental Materials will be shipped approximately two (2) months prior to the first performance of your production; however, if you have not signed and submitted the Production Contract and remitted full payment in time to enable shipment by such date, MTI will process your shipment as soon as practicable once your production is Fully Licensed. In such case, MTI cannot guarantee the MTI Rental Materials will be delivered in sufficient time to meet your production schedule. If the MTI Rental Materials are needed in advance of the two (2)-month period, the charge is one hundred dollars (\$100.00) for each additional week or partial week, subject to availability. You acknowledge that if materials have shipped MTI has the right to retain a pro-rated portion of the rental fees if your production is cancelled or shortened for any reason, including all fees paid for additional rental weeks, all of which would be determined by MTI in its sole discretion.
- 2. Authorized Rental Materials:** The MTI Rental Materials are the only Play materials authorized by the Rightsholders and must be rented from MTI as a condition of this Production Contract. You may not use scripts or orchestra parts obtained from other sources (including materials posted online). The full rental fee must be paid even if you do not intend to use all of the MTI Rental Materials in your production.
- 3. Ownership:** All MTI Rental Materials, including missing materials, remain the property of MTI and must be returned to MTI following the conclusion of your production. You understand that the MTI Rental Materials (i) cannot be used for any purpose other than as stated in this License and (ii) may not be copied, scanned or otherwise reproduced, sold, traded, offered for sale or trade, posted online, used for performances other than those specified in this Production Contract or otherwise transferred physically or digitally.
- 4. Suitability:** Although MTI strives to provide the highest quality service to you, MTI makes no representation as to the adequacy, suitability and/or condition of the MTI Rental Materials. Any missing or damaged materials MUST be reported to MTI's Business Office within five (5) business days after receipt of your shipment, or you may be liable for full replacement charges upon their return to MTI.
- 5. Shipping Charges:** You are responsible for shipping charges BOTH WAYS for materials that MTI rents and/or supplies to you, as well as all customs charges, duties and the like in connection with shipments of materials outside of the United States and return shipment to MTI. You are responsible for complying with all customs regulations applicable to the return of materials to the United States. MTI ships by USPS, FedEx, UPS or other carriers at its sole option. Any expense that MTI incurs with respect to the delivery or return of the materials to its library shall be charged to you; you agree upon demand promptly to reimburse MTI for the full amount of such expense, whether or not your production is cancelled. A \$10 handling fee is applied to each order.
- 6. Return of Materials:** You agree that, no later than seven (7) days after the last performance under this Production Contract, you will return to MTI, by prepaid carrier, insured for not less than seven hundred fifty dollars (\$750.00), the complete set of materials (including any additional materials ordered) in as good condition as when you received it. Should you fail to do so, MTI shall be entitled to an additional rental fee of twenty dollars (\$20.00) per item for each day that you retain any material beyond the period of seven (7) days after the last performance. You are responsible for the safe return to MTI of all MTI Rental Materials. If complete materials are not returned all at once and properly labeled, your account may not be credited or you may be liable for a restocking fee. If a Force Majeure Event (as defined in Paragraph II.15)

PERFORMANCE LICENSE

(CONTINUED)

Your MTI Rep: KAITLIN STERN

Your MTI Account Number: 0061714

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prevents you from returning the materials, you will not be charged a missing materials fee for any days covered by the Force Majeure Event provided (a) you have notified MTI you are unable to return the materials due to the Force Majeure Event and (b) you return the materials promptly after circumstances permit you to do so but in no event later than three (3) months after the onset of the Force Majeure Event.

7. **Address for Return of Materials:** All materials must be returned to MTI's Music Library in Connecticut (Address listed below):

8. **DO NOT SHIP RENTED PRODUCTION MATERIALS TO THE NEW YORK BUSINESS OFFICE!**

**RETURN ALL RENTED
PRODUCTION MATERIALS TO:**

**Music Theatre International
31A Industrial Park Road
New Hartford, CT 06057**

Phone: 860-379-3320

Any materials returned to MTI's New York Business Office will be subject to a transfer charge of up to \$50.00.

9. **Damage/Loss:** Any damage to or loss of the materials shall be charged to you. You agree upon demand promptly to reimburse MTI for the full amount of such evaluated damage to or loss of materials. Any materials lost or damaged while in your possession will be assessed replacement fees as set forth in this Production Contract.

LIMITED STREAMING LICENSE

Your MTI Rep: KAITLIN STERN
Your MTI Account Number: 0061714
Contract #: 9788384 Printed on: 12/21/22

LIMITED STREAMING LICENSE

MTI Access Code: SCH1965813

Defined Terms Used in this License:

Licensee: SAUCON VALLEY ELEMENTARY Streaming License Fee: \$ 75.00

Play: SCHOOLHOUSE ROCK LIVE!

Minimum Per Performance Royalty of \$ 35.00 against 12.50% of gross receipts, whichever is greater

A Note About Streaming:

MTI has worked closely with authors and other rightsholders to make streaming available to amateur groups who are eager to present their shows during these challenging times, despite the unprecedented obstacles producers face in bringing audiences into their theatres.

While the streaming option can deliver a stage performance to remote viewers, we feel strongly that streaming is not a comparable substitute for a live, "in-person" theatrical experience. Theatre is unique in the person-to-person connection it offers to audiences and performers alike and we look forward to the day when streamed performances are no longer necessary to support our customers engaging in this great art form.

When signed by Licensee in the space indicated below, and upon receipt by Music Theatre International ("MTI") of Licensee's payment of the Streaming License Fee, the following terms shall constitute an agreement between the Licensee and MTI with respect to the Play.

Licensee has requested the right to record its AMATEUR production of the Play to make it available for viewing remotely on the SHOWTIX4U.COM streaming platform, and MTI has agreed, insofar as it is concerned, to permit such recording and streaming, strictly on the terms and conditions set forth in this Limited Streaming License and the associated Production Contract.

Accordingly, the Licensee agrees as follows:

A. GRANT OF RIGHTS AND STREAMING OPTIONS

1. **Grant of Capture and Streaming Rights.** Notwithstanding any prohibition against video recording in the associated Production Contract for the Play, this Streaming License grants Licensee permission to capture its live stage production of the Play, solely for the purpose of streaming it on the SHOWTIX4U.COM streaming platform ("SHOWTIX4U.COM") to remote audience members who have purchased tickets to view the stream through SHOWTIX4U ("Stream Viewers"). Licensee acknowledges and agrees that (i) all terms and conditions of the Production Contract and any associated riders, including the prohibition on making changes to the book, music and lyrics of the Play, apply to any performance livestreamed or recorded pursuant to this Streaming License (each, a "Video Performance"), and (ii) all Video Performances may be distributed only via SHOWTIX4U.COM, and streaming, broadcasting or any other distribution of the Video Performance is not permitted on any other platform or service (e.g., YouTube, Vimeo, Google Classroom, Facebook, Zoom or other social media).
2. **Streaming Options for the Play:** This Streaming License permits the Licensee to do the following:
 - (a) **Livestream:** Licensee may livestream (as defined below) one or more performances of its live stage production solely to Stream Viewers via SHOWTIX4U.COM. Livestreams may be shown only live, although SHOWTIX4U.COM will permit Stream Viewers a limited period of time to pause or restart from the beginning. "Livestream" means that the Video Performance is broadcast live over SHOWTIX4U.COM.
 - (b) **Scheduled Stream:** Licensee may live-capture one or more performances of its live stage production of the Play (either at a live performance in front of an audience and/or at an onstage, recording session scheduled for this purpose, all of which may be edited into one Video Performance provided that no changes or additions in the book, lyrics or music of the Play may be made in the editing process) and make such capture available for viewing solely by Stream Viewers who have purchased tickets to view at limited, scheduled times during the Term of Licensee's Production Contract.
 - (c) **On Demand:** Licensee may make its Video Performance of the Play (whether created through live-capture or prerecorded) available for viewing on demand on SHOWTIX4U.COM by Stream Viewers for up to one year from the first performance date (which may be extended upon payment of the then current on-demand renewal fee, if extension rights are then available). Licensee acknowledges that rightsholders may at any time withdraw permission for on-demand viewing beyond the then-current term. Licensee may edit the various recorded performances into one video provided that no changes or additions in the book, lyrics or music of the Play may be made in the editing process.

LIMITED STREAMING LICENSE *continued*

(d) **Remote Performance:** Licensee may use video conferencing technology (e.g., Zoom) or other video recording methods to create a "Remote Performance" of the Play and may stream such Remote Performance on SHOWTIX4U.COM, subject to the following. A "Remote Performance" is a production of the Play in which cast members perform individually from remote locations rather than live onstage. The Remote Performance may be presented live on a video-conferencing platform (with or without prerecorded segments) or the individual performances may be recorded separately and edited together to create a single Video Performance for streaming. Licensee may utilize any video recording method, including video conferencing technology (e.g., Zoom), for auditions and rehearsals and to capture its Remote Performance. Regardless of the method of creating a Remote Performance, no changes or additions in the book, lyrics or music of the Play may be made in the editing process. Licensee acknowledges that although Zoom and other video conferencing technology may be used in the performance, capture and editing of the Remote Performance, the final edited Remote Performance may only be distributed on SHOWTIX4U.COM. It is permissible to stream a Zoom performance through SHOWTIX4U.COM but the Zoom performance cannot be distributed directly to an audience through Zoom, nor can the Remote Performance be streamed on any other audiovisual platform (YouTube, Vimeo, etc.). Remote Performances under this paragraph may be viewed solely by Stream Viewers who have purchased tickets to view on SHOWTIX4U.COM on the performance dates set forth in Licensee's Production Contract.

3. **SHOWTIX4U.COM Platform:** As a condition of this Streaming License, all streams must take place on SHOWTIX4U.COM and Licensee must make arrangements with ShowTix4U separately. Licensee acknowledges that SHOWTIX4U.COM will be password-protected and will not permit downloading, copying or other duplication or redistribution of the Video Performance.
4. **Term:** If any of the conditions set forth in the Production Contract have changed in any way that would affect streaming performances (including change of dates, cancellation or addition of performance(s), ticket price adjustments), Licensee agrees it will notify its MTI customer representative in writing immediately, and MTI must approve all changes in writing before they may take effect. Such changes may alter the fees quoted in the Production Contract. If Licensee requests the right to add additional streaming performances, Licensee agrees not to announce, advertise, present or sell tickets for such additional performances without prior written approval from MTI.

B. GENERAL TERMS AND CONDITIONS

1. **Royalties and Fees:** Licensee acknowledges that in addition to the royalties payable pursuant to the Production Contract for the right to produce and present the Play and the Streaming License Fee to acquire the rights granted in this Streaming License, Licensee must pay the Streaming Royalty listed at the top of this Streaming License. The Streaming Royalty is the greater of (a) the gross proceeds from all streaming tickets sold times the streaming royalty percentage set forth above and (b) the Per Performance Minimum Royalty set forth above. For example, if you are not charging for streaming tickets, you must still pay the Per Performance Minimum Royalty for each streaming performance. The aggregate Streaming Royalty will be deducted from the proceeds of all streaming tickets sales and paid directly to MTI by SHOWTIX4U.COM. Additional per ticket charges may be imposed by SHOWTIX4U.COM.
2. **Advertising Restrictions:** Licensee is not permitted to advertise and sell tickets for the Video Production regionally or nationally. Accordingly, Licensee agrees that its advertising, marketing and promotion of the Video Performance will be limited to its customary local outlets and its social media accounts. Licensee shall not issue any advertising or publicity for streaming to national media such as Broadway.com, Broadway World, Playbill, etc.
3. **Non-Commercial Venture.** Licensee acknowledges that the Video Performance may be created by Licensee solely for streaming on SHOWTIX4U.COM and neither the Video Performance nor any other video recording of the Play may be sold, leased, duplicated or rented except as provided as herein or in a separate MTI video license (available for certain titles only).
4. **Billing.** Licensee shall post the full billing credits for the Play onscreen, and shall follow all requirements as to order, size and wording of credits, as provided in the associated Production Contract. Licensee may also distribute a digital program to each Stream Viewer. Such billing shall include the following credit:

**STREAMING IS PRESENTED BY SPECIAL ARRANGEMENT WITH
MUSIC THEATRE INTERNATIONAL (MTI) NEW YORK, NY.**

All authorized performance materials are also supplied by MTI. mtishows.com

5. **Restriction on Distribution.** In no event may any recording of the Play authorized herein, either in whole or in part, be otherwise reproduced and/or disseminated in any way, including broadcasting, televising, sale or electronic transmission and/or posting on the Internet or social media except as expressly authorized in this Streaming License.

LIMITED STREAMING LICENSE *continued*

- 6. Copyright Infringement.** Licensee understands that its failure to follow the above requirements, even if inadvertent, could subject Licensee to liability for statutory copyright infringement under federal law. Licensee agrees that, without limiting any other recovery that MTI and/or the rightsholder(s) may obtain against Licensee, whether at law or at equity, for its breach of this Agreement, Licensee shall, at a minimum, reimburse MTI and/or the rightsholder(s) for its out-of-pocket legal fees and shall pay to MTI and/or the rightsholder(s) damages equal to three times the total license royalty fees paid or payable to MTI by Licensee for its production of the Play or statutory damages in lieu thereof.
- 7. Third-Party Permissions.** Permission granted herein to make a Video Performance available to Stream Viewers is limited to rights in the Play only. MTI cannot grant permission for others whose permission may be required such as, but not limited to, performers, production personnel, directors, choreographers, and designers as well as the theatre or venue owner. Licensee shall obtain all necessary releases and permissions from such personnel (including parents or legal guardians of minor children) and any applicable unions (e.g., Actors Equity, American Federation of Musicians, etc.). Licensee shall indemnify, defend (with counsel chosen by the applicable party being indemnified) and hold harmless MTI and the authors and other rightsholders of the Play from and against all charges, damages, costs, expenses (including reasonable outside attorney's fees), judgments, settlements, penalties, liabilities or losses of any kind or nature whatsoever suffered or incurred by MTI, the authors and other rightsholders of the Play, and their respective parents, affiliates, subsidiaries, directors, officers, agents, employees, licensees, successors, and assigns arising out of any actual or threatened third-party action which relates in any way to the Video Performance or Licensee's live stage production of the Play.
- 8. Compliance with Laws.** Licensee represents and agrees that it shall be aware of and comply with any and all applicable federal, state and local laws applicable to its production, including laws, regulations and ordinances pertaining to social gathering restrictions as well as any other rules or guidance regarding the COVID-19 outbreak which may impact any aspect of Licensee's production of the Play, including but not limited to Licensee's rehearsals, performances and audience attendance. By permitting Licensee to stream its production, MTI makes no representation or assessment of the legality or prudence of the Licensee's decision to proceed with its production, nor shall MTI or the rightsholders be held liable for any claims arising out of Licensee's decision to proceed with its production. Licensee shall indemnify and hold MTI and the rightsholders harmless from any claims, costs, and damages arising out of Licensee's production.
- 9. Limited Audiovisual Rights.** Other than to the limited extent provided for in the foregoing, no film rights, television rights or merchandising rights are made available to Licensee as part of this Streaming License. Licensee acknowledges that the rights granted are limited to capturing a live-stage performance and Licensee is not permitted to adapt the Play for video conferencing (e.g., Zoom) unless Paragraph 2 of this Streaming License includes remote performance rights.
- 10. Limitation of Liability.** To the fullest extent provided by law, except as provided in the next sentence, in no event will MTI or the rightsholders of the Play be liable to Licensee on any legal theory (including, without limitation, negligence) or for its errors or omissions, or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs, expenses, or damages arising out of this Limited Streaming License, even MTI has been advised of the possibility of such losses, costs, expenses, or damages. MTI's and the rightsholders' total liability is limited to the total compensation paid to MTI under this Limited Streaming License.
- 11. Miscellaneous.** All other provisions, terms and conditions of the Production Contract shall continue in full force and effect. This Streaming License shall be governed by the laws of the State of New York.

ACCEPTANCE

By signing this Streaming License, you represent that you are authorized to sign this Streaming License on behalf of the Licensee, that you have read and understand the terms and conditions set forth in this Streaming License and that the Licensee agrees to abide by the terms and conditions contained herein.

PRINT YOUR NAME _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

EMAIL _____ DAY PHONE _____

RESTRICTIONS ON CHANGES TO PLAY AND USE OF REPLICA ELEMENTS

By signing the Production Contract to which this Rider is attached, the individual signing on behalf of Licensee (the "Authorized Signatory") acknowledges, on behalf of Licensee, that under federal copyright law and the terms of the Production Contract, the Licensee may not (a) make any changes to the Play or any additional materials purchased or rented from MTI (the "MTI Rental Materials") or (b) use any choreography, direction or design elements from any prior production or film version of the Play except as set forth below under **Permitted Uses**. Without limiting the foregoing, Licensee acknowledges that it **may not**:

- Make changes of any kind, including changes of music, lyrics, dialogue, sequence of songs and/or scenes, time period, setting, characters or characterizations or gender of characters in the Play, regardless of whether the authors have approved any similar changes for a prior production of the Play.
- Add music, dialogue, lyrics, scenes, scenarios, characters, framing devices or anything to the text or structure of the Play as embodied in the MTI Rental Materials, including adding any songs or dialogue from any film version of the Play or from any other version of the Play.
- Delete, in whole or in part, any material (including music, lyrics or text) from the Play as embodied in the MTI Rental Materials.
- Use any of the designs, direction, choreography, logos or artwork, or other intellectual property from any Broadway, London, or touring productions or from any film version of the Play, except as set forth below under **Permitted Uses**. The rights to all of these elements are owned by third parties and are not granted as part of this Performance License.

Permitted Uses: Notwithstanding the foregoing restrictions, Licensee may use production elements such as choreography, direction, designs and/or logos when (i) any such elements are specifically authorized for use by MTI, either as part of MTI's standard rental package (or ShowKit[®], for Broadway Junior[®] titles), or (ii) a license to use any such element is purchased separately by Licensee, where available.

If Licensee violates any of these restrictions, Licensee acknowledges and agrees that MTI may revoke Licensee's contract and cancel the production without advance notice and without Licensee recourse of any kind, that Licensee will forfeit any prepaid fees and/or royalties in full and that Licensee may be sued for breach of contract and federal copyright infringement to the full extent of the law.

By signing the Production Contract, which incorporates by reference the terms of this Rider, the Authorized Signatory acknowledges that the Authorized Signatory:

- a. has read and understands the terms above regarding changes to the Play and use of replica elements;
- b. has reviewed, or will review, the terms of this Production Contract regarding changes to the Play and use of replica elements with the director and entire creative team of Licensee's production; and
- c. represents and warrants that the director and creative team have been or will be instructed that (i) no changes may be made to the Play without the written consent of the Rightsholders and (ii) they shall not copy or replicate any of the creative elements of prior productions or film version of the Play.

Scott Ferguson

original creator and director of



is available to direct
YOUR Production!

For more information, contact:

Scott Ferguson
7102 North Damen Avenue, Unit G
Chicago, IL 60645

Phone: 773-465-8668
email: fergusonscott@mac.com
website: www.scottfergusonlive.com

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. MTI Enterprises Inc.	
2 Business name/disregarded entity name, if different from above Music Theatre International	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 423 West 55th Street, 2nd Floor	Requester's name and address (optional)
6 City, state, and ZIP code New York, NY 10019	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
or									
Employer identification number									
1	3	-	2	9	7	6	4	6	8

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 - I am a U.S. citizen or other U.S. person (defined below); and
 - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>1/3/2022</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Saucon Valley School District

Policy

Title – 610 Finances – Purchases Subject to Bid/Quotation

Section – 600 Finances

Adopted – September 13, 2022

Revised –

Content

Authority

It is the policy of the Board to obtain competitive bids and price quotations for products and services where such bids or quotations are required by law or may result in monetary savings to the school district.[\[1\]\[2\]](#)

Guidelines

The amounts contained in this policy regarding competitive bid and price quotation requirements are subject to adjustments based on the Consumer Price Index.[\[1\]\[2\]\[3\]](#)

Competitive Bids

When seeking competitive bids, the Board shall advertise once a week for three (3) weeks in not less than two (2) newspapers of general circulation.[\[1\]\[2\]](#)

After due public notice advertising for competitive bids, the Board shall be authorized to:

1. Purchase furniture, equipment, school supplies, and appliances costing a base amount of ~~\$21,900~~ \$22,500 or more, unless exempt by law.[\[2\]](#)
2. Contract for construction, reconstruction, repairs, maintenance or work on any school building or property having a total cost or value of more than ~~\$21,900~~, \$22,500 unless exempt by law.[\[1\]](#)

The Board prohibits the practice of splitting purchases to avoid advertising and bidding requirements.[\[1\]\[2\]](#)

With kind, quality and material being equal, the bid of the lowest responsible bidder meeting bid specifications shall be accepted upon resolution of the Board, unless the Board chooses to reject all bids.[\[1\]\[2\]](#)

The Board recognizes that emergencies may occur when imminent danger exists to persons or property or continuance of existing school classes is threatened, and time for bidding cannot be provided because of the need for immediate action. Bidding decisions in the event of such emergencies shall be made in accordance with existing legal requirements.[\[1\]](#)

The Board shall receive bids electronically for competitive contracts, except for construction and design services, in compliance with applicable laws and Board policy.[\[4\]\[5\]](#)

The district shall electronically maintain the confidentiality of the bid until the bid opening.[\[5\]](#)

The Board shall adopt a resolution approving the use of competitive electronic auction bidding for contracts for supplies or services, but not for construction or design services.[\[4\]\[6\]](#)

An invitation for bids shall be issued and shall include:[\[6\]](#)

1. Procurement description.
2. All contractual terms, when practical.
3. Conditions applicable to procurement, including a notice that bids will be received in an electronic auction manner.

Public notice and advertisement of the invitation for bids shall be given in the manner required for non-electronic bidding.

Bids shall be accepted electronically at the time and in the manner designated in the invitation for bids.

During the auction, bidders shall be able to review their bid rank or the low bid price, and may reduce their bid prices during the auction.

At the conclusion of the auction, the record of the bid prices received and the name of each bidder shall be open to public inspection.

After the auction period has expired, the district shall grant in writing withdrawal of a bid when the bidder requests relief and presents credible evidence of a clerical mistake due to reasons permitted by law, within the time period established by the district.

The contract shall be awarded within sixty (60) days of the auction by written notice to the lowest responsible bidder, or all bids may be rejected. Extensions of the award date may be made by written, mutual consent of both parties.

Price Quotations

Unless exempt by law, at least three (3) written or telephonic price quotations shall be requested by the Board for:[\[1\]](#)[\[2\]](#)

1. Furniture, equipment, school supplies and appliances costing a base amount of more than ~~\$11,800~~ \$12,200 but less than ~~\$21,900~~ \$22,500.[\[2\]](#)
2. All contracts for construction, reconstruction, repairs, maintenance or work on any school building or property, having a total cost or value of more than ~~\$11,800~~ \$12,200 but less than ~~\$21,900~~ \$22,500.[\[1\]](#)

If it is not possible to obtain three (3) quotations, a memorandum must be kept on file showing that fewer than three (3) qualified vendors exist in the market area. The written price quotations, written records of telephonic price quotations and memoranda shall be kept on file for three (3) years.

Work Performed by District Maintenance Personnel

The Board may authorize district maintenance personnel to perform construction, reconstruction, repairs or work having a total cost or value of less than ~~\$11,800~~ \$12,200.[\[1\]](#)

Delegation of Responsibility

The Board may grant the Board Secretary or Purchasing Agent the authority to execute contracts awarded by the Board as permitted by applicable law.[\[1\]](#)[\[2\]](#)

NOTES:

The Department of Labor and Industry shall publish notice, in the Pennsylvania Bulletin prior to January 1 of each calendar year, of the annual percentage change and the unadjusted or final adjusted base amounts at which competitive bidding is required and written or telephonic price quotations are required, respectively, for the calendar year beginning the first day of January after publication of the notice. This policy will be adjusted annually based on the notice published in the Pennsylvania Bulletin.

Act 4 of 1974 – Withdrawal of Bids – 73 P.S. Sec. 1602

Legal

1. 24 P.S. 751
2. 24 P.S. 807.1
3. 24 P.S. 120
4. 62 Pa. C.S.A. 4602
5. 62 Pa. C.S.A. 4603
6. 62 Pa. C.S.A. 4604
- 62 Pa. C.S.A. 4601 et seq