

Saucon Valley School District

Regular Meeting of the Board of Education

January 24, 2023 – 7 pm

High School Audion

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Welcome to the meeting of the Saucon Valley School Board. Our objective is to serve the students, parents, and residents of our community. You are an important part of this meeting and we look forward to your questions and comments.

We are all here for the same reason. All opinions are welcomed and equally valuable. Our only request is that we address each other with civility and respect. Our courtesy toward each other is the best way to show our students how much we respect them as well.

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

Agenda

6:00 pm – Personnel

- 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** – January 24, 2024 - Personnel
- VI. **Approval of Minutes** – January 10, 2023
- VII. **Recognition** – None
- VIII. **Presentation** –
 - A. High School Representative – Alana Weirbach
- IX. **Superintendent’s Report** – *Jaime Vlasaty, Superintendent*
 - A. Safety Report Update
- 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 – \$ 501,523.52
- B. Cafeteria Expenditures – \$ 14,646.55
- C. Health Benefits – \$ 379,059.81
- 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
- B. Condensed Board Summary Report
- C. Capital Project Finance Report
- D. Budget Transfers - None
- E. Middle School Activity Report - None
- F. High School Activity Report – 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. Academic & Personnel Committee Summary – January 4, 2023

Recommendations for Approval

Early Graduates

- 1. The following students are requesting the option to graduate early:
 - Aaron Brunnell
 - Alexis Budline
 - Caitlyn Keeney
 - Evan Malone
 - Ryan Shoemaker
 - Gia Rivera

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

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

- A. None

Recommendations for Approval**Head Football Coach**

1. Approve Anthony Brinkley as the Head Football Coach for the 2023-2024 Athletic Season, with a stipend of \$8,586.

Unpaid Medical Leave

2. Approve an unpaid medical leave of absence for Michael Weider, custodian, from November 30, 2022, to February 5, 2023. Mr. Weider will return to his duties on Monday, February 6, 2023.

Resignation

3. Approve the resignation of Lori Ross, family & consumer science teacher. Her last day will be March 11, 2023.

Full-Time Support Staff

4. Approve Aidan Johnson, as a full-time custodian, with salary and benefits per the current Educational Support Professionals contract, effective January 30, 2023.

Substitute Support Staff

5. Approve the following Support Staff:

Sherry Fye-Kelley, substitute custodian, at an hourly rate of \$18.00 per hour, no benefits, pending completion of employment paperwork.

Jivan Faillone, substitute custodian, at an hourly rate of \$18.00 per hour, no benefits, pending completion of employment paperwork.

FBLA Advisor

6. Approve Jaqueline Febbo as the 2023-2024 FBLA advisor. The stipend is \$1,492.00 which will be prorated.

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

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

- A. Facilities Committee Summary – January 11, 2023

Recommendations for Approval

Surplus/Obsolete

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

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

D. Finance

Items/Projects for Discussion

A. Finance Committee Summary – January 18, 2023

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

Index Resolution*

1. Approve Resolution 2023-24 which states that the Saucon Valley School District will not increase any school district tax for the 2023-24 school year at a rate that exceeds the Index published by the Department of Education and the Pennsylvania Bulletin.

0% Tax Increase Resolution

2. Approve the attached Resolution for a 0% tax increase for the 2023-2024 fiscal year.

US Tours America Contract

3. Approve the attached contract with US Tours America for the Saucon Valley High School Music Department Trip to Disney World in Orlando, Florida.

Mary Poppins – Flying Apparatus

4. Approve the contract with ZFX for the flying apparatus for Mary Poppins pending review and approval from the district solicitor.

Residential Treatment Facility Contract

- 5. Approval of contract to provide educational services for a student in Residential Treatment Facility (RTF) for \$205.00/day, pending review and approval of the contract by the solicitor.

PowerSchool eSignature*

- 6. Approve the contract with PowerSchool for eSignature software at a cost of \$2,019.99.

Backupify Contract*

- 7. Approval of the contract with Backupify for five months at a cost of \$2,004.50.

Appraisal of Tax Parcels*

- 8. Approval of Coyle, Lynch & Company for the Phase one appraisal of the following Tax Parcels:

Q7-12-11A-0719 at a cost of \$2,000.

Q7-SW2D 9 2A 0715, Q7-SW2D 9 1 0715, and CLC Job #23-001 at a cost of \$3,500.

Lakeside Mobile Contract

- 9. Approval of the attached contract with Lakeside Youth Services Mobile Support Program to provide services for a student at a rate of \$122.50/hour.

Extra Pay

- 10. Approval of the following teacher’s Extra Pay for the supervision of students past contractual time on December 22, 2022, in the amount of \$10.00 per person, subject to change upon further review:

Kelly Boushell	Fran Marsillio
Diana Cherrybon	Stacy Messinger
Amy Faccinetto	Stacey Palmer
Victoria Gazzana	Laurie Paulson
Amie Geissing	Amy Pulli
Robyn Heppenheimer	Corrine Rivero
Mylene Hofford	Ruben Rivero
Robert Kachmar	Jennifer Rubery
Amy Kishbaugh	Dana Russo
David Lloyd	Kristin Schlotter

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 ~ February 14, 2023
February 28, 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, January 10, 2023, 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, 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** – 7:02 PM – President Susan Baxter, presiding
- II. **Pledge of Allegiance**
- III. **Recording of Attendance** – *Judith Riegel, Secretary*
9-present, 0-absent
- IV. **Motion to Approve Agenda** – Director Welch, seconded by Director Erickson-Parsons moved to approve the Agenda. Vote: 9-yes, 0-no
- V. **Announcement of Executive Session** – January 11, 2023 – Legal Issues
- VI. **Approval of Minutes** – Director Conte, seconded by Director Welch moved to approve the minutes of December 20, 2022. Vote: 9-yes, 0-no
- VII. **Recognition** – None
- VIII. **Presentation** –
 - A. High School Representative – Alana Weirbach
- IX. **Superintendent’s Report** – *Jaime Vlasaty, Superintendent* – Superintendent read a statement regarding the December 22, 2022, weather-related incident.
- X. **Courtesy of the Floor to Visitors – Agenda Items Only** – None
- 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
 1. Approve the above presentation of bills.

Director Dettmar, seconded by Director Conte moved to approve the Presentation of Bills. Vote: 9-yes, 0-no
- 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
 - 1. Approve the above Treasurer’s Report

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

XIII. **AGENDA ITEMS**

A. Education

- 1. Approve the 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

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

B. Personnel

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

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.

Director Dettmar, seconded by Director Erickson-Parsons moved to approve Personnel Items #1-4. Vote: 9-yes, 0-no

C. Facilities

No Recommendations

D. Finance

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.

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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.

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

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

Director Dettmar, seconded by Director Erickson-Parsons moved to approve Finance Items #1 – 4. Vote: 9-yes, 0-no

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

Director Welch, seconded by Director Conte moved to approve Finance Items #1 – 4. Vote:9-yes, 0-no

E. Community Updates

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

F. Northampton Community College – *Susan Baxter*

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

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

I. New Business – None

J. Old Business – None

K. Citizens' Inquiries and Comments –

K.Wechtler – Commented on the absence of a Curriculum Director in the District.

L. Announcements

Future Meetings ~ January 24, 2023
February 14, 2023

M. Motion to Adjourn Meeting

Director Welch, seconded by Director Erickson-Parsons moved to adjourn the meeting.

Vote: 9-yes, 0-no

7:37 PM

ATTEST _____

Secretary

President

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: PG - PLGIT GENERAL **Payment Dates:** 01/12/2023 - 01/25/2023

Payment Categories: Regular Checks
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000062517	01/25/2023	21ST CENTURY CYBER CHARTER SCHOOL	SPEC ED TUITION CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	9,474.11
0000062518	01/25/2023	ABA SUPPORT SERVICES LLC	L SUPPORT OTHER PROF SERVICES		20,384.13
0000062519	01/25/2023	Achievement House Cyber Charter School	SPEC ED TUITION CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	7,701.21
0000062520	01/25/2023	AGORA CYBER CHARTER SCHOOL	TUITION - CHARTER SCHOOLS		3,154.36
0000062521	01/25/2023	AHOLD FINANCIAL SERVICES	Blanket PO For FCS	Supplies	239.65
0000062522	01/25/2023	AMAZON CAPITAL SERVICES	supplies	Heating pads microwavable	713.62
0000062523	01/25/2023	AMERICHEM	SUPPLIES - PLANT OPERATIONS	Janitorial Supplies	2,582.62
0000062524	01/25/2023	APPLE INC.	Macbook Air Repair		1,343.85
0000062525	01/25/2023	APR SUPPLY CO	SUPPLIES - PLANT OPERATIONS		102.19
0000062526	01/25/2023	ARTS ACADEMY ELEMENTARY CHARTER SCHOOL	SPEC ED TUITION CHARTER SCHOOL		3,154.36
0000062527	01/25/2023	BerkOne Inc.	POSTAGE	TAX COLLECTION NORTH COUNTY	1,165.36
0000062528	01/25/2023	BRIGHTBILL BODY WORKS	Bus Parts		310.46
0000062529	01/25/2023	BSN SPORTS LLC	Girls Basketball Supplies		3,149.45
0000062530	01/25/2023	BUXMONT ACADEMY	SPEC ED NON-PUBLIC TUITION		2,905.80
0000062531	01/25/2023	CAROLINA BIOLOGICAL SUPPLY CO.	Supplies		294.16
0000062532	01/25/2023	CARON STUDENT ASSISTANCE	TITLE IV - STUDENT SUPPORT	RTL - GUIDANCE OTHER PROF SVC	30,904.00
0000062533	01/25/2023	CHRIN HAULING INC	Trash & Recycling		2,939.86
0000062534	01/25/2023	CINTAS CORPORATION-#101	Mechanic Uniforms		87.50
0000062535	01/25/2023	CINTAS FIRE	REPAIRS & MAINTENANCE		560.00
0000062536	01/25/2023	COLLEGE ENTRANCE EXAMINATION BOARD	SUPPLIES - GUIDANCE 9-12		7,390.00

* - 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: 01/12/2023 - 01/25/2023

Payment Categories: Regular Checks
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000062537	01/25/2023	COLONIAL INTERMEDIATE UNIT #20	SPECIAL ED IU CONTRACTED SVCS		75,792.47
0000062538	01/25/2023	Commercial Kitchen Repairs	REPAIRS & MAINTENANCE		250.00
0000062539	01/25/2023	COMMONWEALTH CHARTER ACADEMY	TUITION - CHARTER SCHOOLS	SPEC ED TUITION CHARTER SCHOOL	51,692.17
0000062540	01/25/2023	Complete Document Solutions, PA, LLC	PRINTING & BINDING		600.51
0000062541	01/25/2023	CREST/GOOD MFG. CO	Plumbing Supplies	SUPPLIES - PLANT OPERATIONS	752.39
0000062542	01/25/2023	D & J SPORTS	SUPPLIES SWIMMING BOYS VARSITY	SUPPLIES SWIMMING GIRLS VAR	98.00
0000062543	01/25/2023	DISTRICT XI WRESTLING COACHES ASSOCIATION	ATHLETICS DUES WRESTLING B VAR	ATHLETICS DUES WRESTLING B JV	60.00
0000062544	01/25/2023	EAS WATER COFFEE PAPER	SUPPLIES - PLANT OPERATIONS	SUPPLIES - TRANSPORTATION	1,910.48
0000062545	01/25/2023	EILEEN RASICH	SENIOR CITIZENS TAX REBATE		500.00
0000062546	01/25/2023	ESTATE OF ROLAND D CAWLEY	SENIOR CITIZENS TAX REBATE		250.00
0000062547	01/25/2023	Fun and Function	sensory room supplies/furniture		14,195.84
0000062548	01/25/2023	GENERAL HEALTHCARE RESOURCES LLC	SPEC ED - OTHER PROF SERVICE		184.08
0000062549	01/25/2023	GRAINGER	SUPPLIES - PLANT OPERATIONS		52.96
0000062550	01/25/2023	HAND STEPHANIE	TUITION REIMB REGULAR K-4		3,354.00
0000062551	01/25/2023	HELLERTOWN BOROUGH AUTHORITY	WATER & SEWER		8,338.06
0000062552	01/25/2023	HILLENDALE ASSOCIATES, INC.	HEALTH INSURANCE EXPENSE PAYAB		1,260.00
0000062553	01/25/2023	HIRE2INSPIRECONSULTING LLC.	PROF SVCS		2,000.00
0000062554	01/25/2023	HOBBY LOBBY STORES INC.	Supplies		55.86
0000062555	01/25/2023	HURRICANE WRESTLING CLUB	ATHLETICS DUES WRESTLING B VAR		600.00
0000062556	01/25/2023	INSIGHT PA CYBER CHARTER SCHOOL	TUITION - CHARTER SCHOOLS		1,392.48

* - 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: 01/12/2023 - 01/25/2023

Payment Categories: Regular Checks
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000062557	01/25/2023	IntegraOne	Veeam Renewal		1,906.00
0000062558	01/25/2023	INTERSTATE TAX SERVICE INC.	UNEMPLOYMENT COMPENSATION		338.58
0000062559	01/25/2023	J.C. EHRLICH	REPAIRS & MAINTENANCE		514.56
0000062560	01/25/2023	J.W. PEPPER & SON INC.	Blanket PO		513.99
0000062561	01/25/2023	JOHNSON CONTROLS	HVAC Planned Service	REPAIRS & MAINTENANCE	24,669.00
0000062562	01/25/2023	KELLEY BROS.	Replace/Maintenance Equipment	Repair/Maintenance Equipment	18,240.00
0000062563	01/25/2023	KEYSTONE COLLECTIONS GROUP	DED: GARN - Full Payroll Pay Date: 1/12/2023		111.62
0000062564	01/25/2023	KEYSTONE FIRE AND SECURITY	Repair/Maintenance Equipment	REPAIRS & MAINTENANCE	9,613.29
0000062565	01/25/2023	LEHIGH VALLEY DUAL LANGUAGE CHARTER SCHOOL	TUITION - CHARTER SCHOOLS		1,392.48
0000062566	01/25/2023	LINDE GAS & EQUIPMENT INC.	Oxygen		103.88
0000062567	01/25/2023	LOGAN KIRIPOSKI INC.	Equipment Rental	Portable Toilets	475.00
0000062568	01/25/2023	LOWE AND MOYER GARAGE INC.	SUPPLIES - TRANSPORTATION		3,803.59
0000062569	01/25/2023	LVCIL	SPEC ED - OTHR PROF SVC - HS - COMP ED		546.00
0000062570	01/25/2023	LVCNFF - LEHIGH VALLEY CHAPTER	OTHER LIABILITIES		315.00
0000062571	01/25/2023	MACMILLAN OIL CO.OF ALLENTOWN	SUPPLIES - TRANSPORTATION		1,305.50
0000062572	01/25/2023	Meier Supply Co Inc.	SUPPLIES - PLANT OPERATIONS		3,464.04
0000062573	01/25/2023	MICROBAC LABORATORIES INC.	Pool Water Testing		414.60
0000062574	01/25/2023	MORNING CALL	ADVERTISING		526.17
0000062575	01/25/2023	MUSIC & ARTS	Supplies	Books for Band Program	288.30
0000062576	01/25/2023	NORTH EAST PARTS GROUP LLC.	SUPPLIES - TRANSPORTATION		1,536.02
0000062577	01/25/2023	NORTHAMPTON COUNTY AREA COMMUNITY COLLEGE	NCC COMTY COLLEGE PAYMENT		46,332.50

* - 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: 01/12/2023 - 01/25/2023

Payment Categories: Regular Checks
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000062578	01/25/2023	PA TURNPIKE TOLL BY PLATE	TRAVEL - TRANSPORTATION		40.80
0000062579	01/25/2023	PARTS TOWN, LLC	SUPPLIES - PLANT OPERATIONS		333.39
0000062580	01/25/2023	PEDIATRIC THERAPEUTIC SERVICES INC.	PROF SVCS		35,782.24
0000062581	01/25/2023	PENNSYLVANIA DISTANCE LEARNING CHARTER SCHOOL	SPEC ED TUITION CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	4,546.84
0000062582	01/25/2023	PRINTFORCE LLC.	OTHER LIABILITIES		271.95
0000062583	01/25/2023	PTS PROVIDERS, INC.	PLANT OP COMMUNICATIONS - MS	PLANT OP COMMUNICATIONS - HS	297.00
0000062584	01/25/2023	REACH CYBER CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	SPEC ED TUITION CHARTER SCHOOL	19,210.51
0000062585	01/25/2023	Roberts Oxygen Co. Inc	Pool Chemical		257.90
0000062586	01/25/2023	ROHRER BUS SALES INC.	Supplies/Repair of Equipment		205.17
0000062587	01/25/2023	SALISBURY TOWNSHIP SCHOOL DIST	PROF ED SERV - OTHER ED AGENCY		3,000.84
0000062588	01/25/2023	SERVICE ELECTRIC TELEPHONE CO.	TELEPHONE		1,135.48
0000062589	01/25/2023	SERVICE TIRE TRUCK CENTERS	ADD FUNDS TO PO 23-560	Supplies/Repair of Equipment	307.00
0000062590	01/25/2023	SEVEN GENERATIONS CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	SPEC ED TUITION CHARTER SCHOOL	19,864.21
0000062591	01/25/2023	Stats Medic LLC	Stats Medic AP Exam Review Course 2022-2023		939.60
0000062592	01/25/2023	STOTZ & FATZINGER OFF.SUPPLY	GENERAL SUPPLIES		37.78
0000062593	01/25/2023	SUN LIFE ASSURANCE COMPANY OF CANADA	DED: VOLI - Full Payroll Pay Date: 11/17/2022		989.46
0000062594	01/25/2023	SWEETWATER SOUND INC.	Supplies		1,014.99
0000062595	01/25/2023	SYSCO OF CENTRAL PA	SUPPLIES - CONSUMER ED 5-8		319.98
0000062596	01/25/2023	TELEMEDICINE MANAGEMENT INC.	HEALTH INSURANCE EXPENSE PAYAB		1,320.00

* - 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: 01/12/2023 - 01/25/2023

Payment Categories: Regular Checks
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000062597	01/25/2023	THE COLLEGE BOARD	MISCELLANEOUS		1,548.00
0000062598	01/25/2023	TRANE U.S. INC.	Trane Chiller PM	REPAIRS & MAINTENANCE	3,558.62
0000062599	01/25/2023	TuWay Communications	SAFETY & SECURITY SUPPLIES		661.78
0000062600	01/25/2023	UGI SOUTH	NATURAL GAS - PLANT OPERATIONS		13,678.65
0000062601	01/25/2023	U-HAUL	Band Uhaul		8.00
0000062602	01/25/2023	UHS OF PENNSYLVANIA INC.	PROF ED SERV - OTHER ED AGENCY		2,340.00
10 - GENERAL FUND					489,976.30
Grand Total All Funds					489,976.30
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					489,976.30
Grand Total All Payments					489,976.30

* - 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: 01/12/2023 - 01/25/2023

Payment Categories: Regular Checks
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000003605	01/25/2023	CINTAS CORPORATION-#101	SUPPLIES		223.95
0000003606	01/25/2023	HERSHEY'S CREAMERY COMPANY	NON-REIMB FOOD COSTS		1,120.70
0000003607	01/25/2023	J.T.M. Provisions Co. Inc.	FOOD		825.20
0000003608	01/25/2023	MORABITO BAKING CO.	FOOD		447.65
0000003609	01/25/2023	PENN JERSEY PAPER CO. LLC	SUPPLIES		1,428.38
0000003610	01/25/2023	POCONO MOUNTAIN DAIRIES	MILK	FOOD	2,848.47
0000003611	01/25/2023	SINGER EQUIPMENT COMPANY	SUPPLIES		539.39
0000003612	01/25/2023	SYSCO OF CENTRAL PA	FOOD	NON-REIMB FOOD COSTS	6,567.81
0000003613	01/25/2023	THE AMERICAN BOTTLING COMPANY	FOOD		645.00
50 - CAFETERIA					14,646.55
Grand Total All Funds					14,646.55
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					14,646.55
Grand Total All Payments					14,646.55

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

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: PH - PLGIT HEALTH BENEFIT **Payment Dates:** 12/17/2022 - 01/20/2023

Payment Categories: Regular Checks, Non-negotiable Disbursements, Manual Checks

Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
* 00W3626391	12/21/2022	DELTA DENTAL	WEEKLY CLAIMS		2,974.00
* 00W3628611	12/23/2022	CAPITAL BLUE CROSS	WEEKLY CLAIMS		97,683.44
* 00W3628893	12/23/2022	RESOLUTE UNDERWRITING STRATEGIES	JAN PREMIUM		10,654.13
* 00W3632982	01/04/2023	DELTA DENTAL	CLAIMS 12/17 - 12/23		1,697.70
* 00W3632983	01/04/2023	CAPITAL BLUE CROSS	WEEKLY CLAIMS		40,828.33
* 00W3632984	01/04/2023	DELTA DENTAL	ADMIN FEES		1,180.08
* 00W3633888	01/05/2023	DELTA DENTAL	WEEKLY CLAIMS		1,473.40
* 00W3635874	01/09/2023	WAGeworks	Q/E'S FOR DEC		62.06
* 00W3635876	01/09/2023	CAPITAL BLUE CROSS	WEEKLY CLAIMS		53,376.34
* 00W3636891	01/10/2023	DELTA DENTAL	WEEKLY CLAIMS		1,765.80
* 00W3640536	01/13/2023	CAPITAL BLUE CROSS	WEEKLY CLAIMS		87,059.57
* 00W3642640	01/19/2023	VISION BENEFITS OF AMERICA	DEC CLAIMS		849.78
* 00W3642641	01/19/2023	DELTA DENTAL	WEEKLY CLAIMS		5,807.00
* 00W3644083	01/20/2023	RESOLUTE UNDERWRITING STRATEGIES	FEB PREMIUMS		10,694.64
* 00W3644086	01/20/2023	EQUITABLE FINANCIAL LIFE INSURANCE CO. OF AMERICA	LIFE/LTD JAN		5,159.74
* 00W3644087	01/20/2023	CAPITAL BLUE CROSS	WEEKLY CLAIMS		57,793.80

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

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: PH - PLGIT HEALTH BENEFIT **Payment Dates:** 12/17/2022 - 01/20/2023

Payment Categories: Regular Checks, Non-negotiable Disbursements, Manual Checks
Sort: Payment Number

10 - GENERAL FUND	379,059.81
Grand Total All Funds	379,059.81
Grand Total Credit Cards	0.00
Grand Total Direct Deposits	0.00
Grand Total Manual Checks	0.00
Grand Total Other Disbursement Non-negotiables	379,059.81
Grand Total Procurement Card Other Disbursement Non-negotiables	0.00
Grand Total Regular Checks	0.00
Grand Total All Payments	379,059.81

Cash, Investment and Bond Activity December 31, 2022

CASH ACCOUNTS

	Balance 12/1/22	Earnings/Deposits	Disbursements	Balance 12/31/22
PLGIT PLUS	\$ -	\$ -	\$ -	\$ -
PLGIT/CLASS	\$ 22,119,650.90	\$ 72,499.90	\$ 2,500,000.00	\$ 19,692,150.80
PLGIT General	\$ 3,739,289.27	\$ 5,898,997.52	\$ 5,173,563.97	\$ 4,464,722.82
PLGIT Salary	\$ 577,523.83	\$ 1,128,921.26	\$ 1,694,093.81	\$ 12,351.28
PLGIT Health Benefits	\$ 22,887.33	\$ 287,133.27	\$ 292,201.31	\$ 17,819.29
PLGIT Cafeteria	\$ 40,189.31	\$ 181,512.58	\$ 38,623.57	\$ 183,078.32
Lafayette General	\$ 1,696,670.71	\$ 27,086.44	\$ 165,808.86	\$ 1,557,948.29
Lafayette Tax Collection	\$ -	\$ -	\$ -	\$ -
Lafayette Prepaid Tax	\$ -	\$ -	\$ -	\$ -
Lafayette Flexible Spending	\$ 29,645.22	\$ 7,227.12	\$ 6,874.25	\$ 29,998.09
Lafayette Cafeteria	\$ 159,487.62	\$ 39,497.66	\$ 75,006.30	\$ 123,978.98
Total Cash Accounts	\$ 28,385,344.19	\$ 7,642,875.75	\$ 9,946,172.07	\$ 26,082,047.87

*Earnings/Deposits includes transfers of \$3,998,281.65 between accounts

**Disbursements includes transfers of \$3,998,281.65 between accounts

INVESTMENT ACCOUNTS

	Balance 12/1/22	Earnings/Deposits	Disbursements	Balance 12/31/22
Cafeteria Certificate of Deposit (Closed Feb 06)	\$ -	\$ -	\$ -	\$ -
PSDLAF	\$ 8,063,496.93	\$ 20,636.43	\$ -	\$ 8,084,133.36
PLGIT / PLUS (61)	\$ -	\$ -	\$ -	\$ -
Total Investment Accounts	\$ 8,063,496.93	\$ 20,636.43	\$ -	\$ 8,084,133.36

	Balance 12/1/22	Earnings/Deposits	Disbursements	Balance 12/31/22
1998 Construction Fund (195-04)	\$ -	\$ -	\$ -	\$ -
G.O. Bonds, Series of 2017 (195-14)	\$ -	\$ -	\$ -	\$ -
2003 Emmaus Bond, Const Fund (195-08)	\$ -	\$ -	\$ -	\$ -
Land Purchase GOB Series 2005 (195-10)	\$ -	\$ -	\$ -	\$ -
GESP Phase II GOB Series 2013A (195-12)	\$ -	\$ -	\$ -	\$ -
Total Bond Issue	\$ -	\$ -	\$ -	\$ -

CAPITAL RESERVE FUND

	Balance 12/1/22	Earnings/Deposits	Disbursements	Balance 12/31/22
Capital Reserve Fund	\$ 67.35	\$ 0.31	\$ -	\$ 67.66

(UNADJUSTED)
Condensed Board Summary Report

From 12/01/2022 To 12/31/2022

Summarization Level: MAJOR FUND/MAJOR FUNCTION/SUB FUNCTION/FULL FUNCTION

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
10	GENERAL FUND						
1000							
1100							
1110	REG PROG ELEM/SECONDARY	21,141,729.00	2,314,204.73	8,329,295.78	113,581.33	12,698,851.89	39.93
	Total	21,141,729.00	2,314,204.73	8,329,295.78	113,581.33	12,698,851.89	39.93
1200							
1225	SPEECH	427,235.00	40,129.82	149,405.72	343.94	277,485.34	35.05
1231	EMOTIONAL SUPPORT	362,623.00	28,861.79	98,583.34	0.00	264,039.66	27.19
1241	LEARNING SUPPORT	6,873,791.00	724,407.94	2,724,930.51	34,184.67	4,114,675.82	40.14
1243	GIFTED SUPPORT	266,276.00	29,906.67	102,865.34	791.39	162,619.27	38.93
1270	MULTI-HANDICAPPED SUPPT	0.00	0.00	0.00	0.00	0.00	0.00
1290	OTHER SUPPORT	124,000.00	0.00	0.00	0.00	124,000.00	0.00
	Total	8,053,925.00	823,306.22	3,075,784.91	35,320.00	4,942,820.09	38.63
1300	VOCATIONAL EDUCATION						
1390	VOCATIONAL EDUCATION	875,356.00	115,180.00	483,756.00	0.00	391,600.00	55.26
	Total	875,356.00	115,180.00	483,756.00	0.00	391,600.00	55.26
1400	OTHER INSTR. PROGRAMS						
1410	DRIVERS' EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00
1420	SUMMER SCHOOL	22,866.00	0.00	11,933.60	0.00	10,932.40	52.19
1430	HOMEBOUND INSTRUCTION	13,577.00	1,028.95	7,779.00	0.00	5,798.00	57.30
1441	ADJ / COURT PLACED PROG	0.00	0.00	0.00	0.00	0.00	0.00
1442	ALTERNATIVE EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00
1450	INSTRUCTIONAL PROGRAMS OUTSIDE ESTD SCHOOL DAY	0.00	100.00	700.00	0.00	(700.00)	0.00
1480	TITLE I	0.00	0.00	0.00	0.00	0.00	0.00

(UNADJUSTED)

Condensed Board Summary Report

From 12/01/2022 To 12/31/2022

Summarization Level: MAJOR FUND/MAJOR FUNCTION/SUB FUNCTION/FULL FUNCTION

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
1490	ACCOUNTABILITY	0.00	0.00	0.00	0.00	0.00	0.00
	Total	36,443.00	1,128.95	20,412.60	0.00	16,030.40	56.01
1500	NONPUBLIC SCHOOL PGMS						
1500	NONPUBLIC SCHOOL PGMS	0.00	1,388.00	1,388.00	0.00	(1,388.00)	0.00
	Total	0.00	1,388.00	1,388.00	0.00	(1,388.00)	0.00
1600							
1693	SPSHP COMMUNITY COLLEGE	289,441.00	0.00	127,277.25	0.00	162,163.75	43.97
	Total	289,441.00	0.00	127,277.25	0.00	162,163.75	43.97
2000							
2100	SUPPORT SERVICES PUPIL						
2120	GUIDANCE SERVICES	1,109,859.00	100,909.89	402,362.08	1,086.70	706,410.22	36.35
2130	ATTENDANCE SERVICES	74,634.00	239.83	6,621.26	2,173.38	65,839.36	11.78
2140	PSYCHOLOGICAL SERVICES	310,185.00	33,717.56	124,046.52	1,026.08	185,112.40	40.32
2150	SPEECH PATH/AUDIOLOGY	0.00	0.00	0.00	0.00	0.00	0.00
	Total	1,494,678.00	134,867.28	533,029.86	4,286.16	957,361.98	35.95
2200	SUPPORT SERVICES-INSTRU						
2200	SUPPORT SERVICES-INSTRU	0.00	0.00	0.00	0.00	0.00	0.00
2220	TECH SUPPORT SERVICES	841,236.00	75,428.29	473,476.48	27,831.79	339,927.73	59.59
2230	EDU TELEVISION SERVICES	4,500.00	0.00	1,991.88	0.00	2,508.12	44.26
2250	SCHOOL LIBRARY SERVICES	665,488.00	67,020.87	259,486.45	12,488.28	393,513.27	40.87
2260	INSTRUCTION & CURR DEV	430,367.00	28,868.30	143,918.71	0.00	286,448.29	33.44
2271	INSTRUC STAFF DEVEL SVC	330,533.00	6,997.99	37,709.01	369.00	292,454.99	11.52
2272	NON CERTIFIED PROF DEV	0.00	0.00	0.00	0.00	0.00	0.00
2280	NONPUBLIC SUPPORT SVC	0.00	0.00	0.00	0.00	0.00	0.00

(UNADJUSTED)

Condensed Board Summary Report

From 12/01/2022 To 12/31/2022

Summarization Level: MAJOR FUND/MAJOR FUNCTION/SUB FUNCTION/FULL FUNCTION

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
2290	OTHER INSTRUC STAFF SVC	221,872.00	30,448.10	103,428.84	0.00	118,443.16	46.62
	Total	2,493,996.00	208,763.55	1,020,011.37	40,689.07	1,433,295.56	42.53
2300	SUPPORT SERVICES-ADMIN						
2310	BOARD SERVICES	56,645.00	8,760.80	42,797.85	0.00	13,847.15	75.55
2320	BOARD TREASURER SERVICE	300.00	0.00	250.00	0.00	50.00	83.33
2330	TAX ASSESS & COLLECTION	162,500.00	7,454.64	102,948.23	0.00	59,551.77	63.35
2340	STAFF RELATIONS/NEGO	0.00	0.00	0.00	0.00	0.00	0.00
2350	LEGAL SERVICES	150,000.00	17,059.98	65,884.62	0.00	84,115.38	43.92
2360	OFFICE SUPERINTENDENT	574,087.00	49,242.81	229,204.31	4,673.21	340,209.48	40.74
2380	OFFICE OF PRINCIPAL SVC	1,610,702.00	160,768.66	729,333.04	11,120.51	870,248.45	45.97
	Total	2,554,234.00	243,286.89	1,170,418.05	15,793.72	1,368,022.23	46.44
2400	SUPP SVC-PUBLIC HEALTH						
2420	MEDICAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
2430	DENTAL SERVICES	600.00	0.00	0.00	0.00	600.00	0.00
2440	NURSING SERVICES	483,398.00	62,320.78	212,879.47	1,561.31	268,957.22	44.36
	Total	483,998.00	62,320.78	212,879.47	1,561.31	269,557.22	44.31
2500	SUPP SERVICES-BUSINESS						
2511	SUPP SERVICES-BUSINESS	909,750.00	122,260.28	490,936.36	8,448.74	410,364.90	54.89
	Total	909,750.00	122,260.28	490,936.36	8,448.74	410,364.90	54.89
2600							
2660	SECURITY SERVICES	0.00	9,756.17	37,406.76	0.00	(37,406.76)	0.00
2690	OPER OF BLDG SERVICES	5,018,798.00	741,554.75	2,552,245.15	361,671.39	2,104,881.46	58.06
	Total	5,018,798.00	751,310.92	2,589,651.91	361,671.39	2,067,474.70	58.81
2700							

(UNADJUSTED)

Condensed Board Summary Report

From 12/01/2022 To 12/31/2022

Summarization Level: MAJOR FUND/MAJOR FUNCTION/SUB FUNCTION/FULL FUNCTION

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
2790	STUDENT TRANSP SERVICES	2,600,110.00	315,215.16	1,155,580.82	242,996.61	1,201,532.57	53.79
	Total	2,600,110.00	315,215.16	1,155,580.82	242,996.61	1,201,532.57	53.79
2800	SUPPORT SVCS-CENTRAL						
2830	STAFF SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
2832	RECRUITMENT & PLACEMENT	0.00	0.00	0.00	0.00	0.00	0.00
2834	STAFF DEV - NON-CERT	2,000.00	0.00	0.00	0.00	2,000.00	0.00
2836	STAFF DEVELOPMENT SVCS	5,793.00	0.00	1,672.78	0.00	4,120.22	28.88
	Total	7,793.00	0.00	1,672.78	0.00	6,120.22	21.47
2900	OTHER SUPPORT SERVICES						
2910	OTHER SUPPORT SERVICES	23,130.00	23,759.77	23,759.77	0.00	(629.77)	102.72
	Total	23,130.00	23,759.77	23,759.77	0.00	(629.77)	102.72
3000	OP OF NONINSTRUCT SVC						
3000	OP OF NONINSTRUCT SVC						
3000	OP OF NONINSTRUCT SVC	0.00	0.00	0.00	0.00	0.00	0.00
	Total	0.00	0.00	0.00	0.00	0.00	0.00
3100	FOOD SERVICES						
3100	FOOD SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
	Total	0.00	0.00	0.00	0.00	0.00	0.00
3200	STUDENT ACTIVITIES						
3200	STUDENT ACTIVITIES	249,870.00	27,877.99	44,710.71	9,094.99	196,064.30	21.53
3250	SCHOOL ATHLETICS	1,119,190.00	56,413.22	426,565.75	102,781.50	589,842.75	47.30
	Total	1,369,060.00	84,291.21	471,276.46	111,876.49	785,907.05	42.60
3300	COMMUNITY SERVICES						
3300	COMMUNITY SERVICES	13,181.00	705.12	1,001.15	0.00	12,179.85	7.60
	Total	13,181.00	705.12	1,001.15	0.00	12,179.85	7.60

(UNADJUSTED)

Condensed Board Summary Report

From 12/01/2022 To 12/31/2022

Summarization Level: MAJOR FUND/MAJOR FUNCTION/SUB FUNCTION/FULL FUNCTION

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
4000	FACILITIES ACQUISITION						
4600	EXISTING BLDG IMPROVE						
4600	EXISTING BLDG IMPROVE	1,821,310.00	235,258.35	1,202,024.12	1,290,965.95	(671,680.07)	136.88
	Total	1,821,310.00	235,258.35	1,202,024.12	1,290,965.95	(671,680.07)	136.88
5000	OTHER EXPEND & FINANCE						
5100	OTHER EXPEND & FINANCE						
5100	OTHER EXPEND & FINANCE	0.00	0.00	0.00	0.00	0.00	0.00
5110	DEBT SERVICE	1,929,953.00	1,830.36	1,851,329.03	0.00	78,623.97	95.93
5130	REFUND PRIOR YR REV	0.00	0.00	0.00	0.00	0.00	0.00
5140	LEASE EXPENDITURES	0.00	11,316.04	11,316.04	0.00	(11,316.04)	0.00
	Total	1,929,953.00	13,146.40	1,862,645.07	0.00	67,307.93	96.51
5200	FUND TRANSFERS						
5230	CAPITAL PROJ TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
5251	FOOD SVC FUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00
5280	ACTIVITY FUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
	Total	0.00	0.00	0.00	0.00	0.00	0.00
5800	SUSPENSE ACCOUNT						
5800	SUSPENSE ACCOUNT	0.00	0.00	0.00	0.00	0.00	0.00
	Total	0.00	0.00	0.00	0.00	0.00	0.00
5900	BUDGETARY RESERVE						
5900	BUDGETARY RESERVE	0.00	0.00	0.00	0.00	0.00	0.00
	Total	0.00	0.00	0.00	0.00	0.00	0.00
6000	REVENUE LOCAL SOURCES						
6000	REVENUE LOCAL SOURCES						
6001	FUND BALANCE	(1,257,239.00)	0.00	0.00	0.00	(1,257,239.00)	0.00

(UNADJUSTED)
Condensed Board Summary Report

From 12/01/2022 To 12/31/2022

Summarization Level: MAJOR FUND/MAJOR FUNCTION/SUB FUNCTION/FULL FUNCTION

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
	Total	(1,257,239.00)	0.00	0.00	0.00	(1,257,239.00)	0.00
6100	TAXES LEVIED						
6111	REAL ESTATE TAXES	(31,936,259.00)	(1,359,637.20)	(29,488,349.43)	0.00	(2,447,909.57)	92.34
6112	INTERIM REAL ESTATE TAX	(125,000.00)	(110,660.92)	(146,580.84)	0.00	21,580.84	117.26
6113	PUBLIC UTILITY REALTY	(35,000.00)	0.00	(34,859.42)	0.00	(140.58)	99.60
6120	PER CAPITA TAX	0.00	0.00	0.00	0.00	0.00	0.00
6141	ACT 511 PC FLAT	0.00	0.00	0.00	0.00	0.00	0.00
6143	EMER MUNIC SVC TAX	(26,000.00)	(750.30)	(15,757.73)	0.00	(10,242.27)	60.61
6151	EARNED INCOME TAX	(3,800,000.00)	(217,939.64)	(1,780,625.24)	0.00	(2,019,374.76)	46.86
6153	REALTY TRANSFER TAX	(500,000.00)	0.00	(295,538.21)	0.00	(204,461.79)	59.11
	Total	(36,422,259.00)	(1,688,988.06)	(31,761,710.87)	0.00	(4,660,548.13)	87.20
6400	DELINQUENCY TAXES						
6411	DELINQUENT RE TAX	(740,000.00)	(38,893.47)	(314,740.81)	0.00	(425,259.19)	42.53
6420	DELINQUENT PC SECT 679	0.00	(88.00)	(1,494.36)	0.00	1,494.36	0.00
6441	DELINQUENT PC 511	0.00	(88.00)	(1,490.55)	0.00	1,490.55	0.00
	Total	(740,000.00)	(39,069.47)	(317,725.72)	0.00	(422,274.28)	42.94
6500	EARNINGS ON INVESTMENTS						
6510	INTEREST ON INVESTMENTS	(25,000.00)	(107,310.48)	(356,322.88)	0.00	331,322.88	1,425.29
6530	GAIN/LOSS ON INVESTMTS	0.00	0.00	0.00	0.00	0.00	0.00
	Total	(25,000.00)	(107,310.48)	(356,322.88)	0.00	331,322.88	1,425.29
6700							
6710	ADMISSIONS	(81,400.00)	(3,943.22)	(30,834.17)	0.00	(50,565.83)	37.88
6740	FEES	0.00	0.00	0.00	0.00	0.00	0.00
6750	STUDENT EVT- SPEC EVENT	0.00	0.00	0.00	0.00	0.00	0.00

(UNADJUSTED)

Condensed Board Summary Report

From 12/01/2022 To 12/31/2022

Summarization Level: MAJOR FUND/MAJOR FUNCTION/SUB FUNCTION/FULL FUNCTION

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
6790	OTHR STUDENT ACT INCOME	(15,000.00)	(228.00)	(228.00)	0.00	(14,772.00)	1.52
	Total	(96,400.00)	(4,171.22)	(31,062.17)	0.00	(65,337.83)	32.22
6800							
6821	STATE REV REC OTHER PA	0.00	0.00	0.00	0.00	0.00	0.00
6831	FUNDS OTHER PA SCH DST	0.00	0.00	0.00	0.00	0.00	0.00
6832	FEDERAL IDEA REVENUE	(238,450.00)	0.00	0.00	0.00	(238,450.00)	0.00
6833	AARP IDEA	0.00	0.00	0.00	0.00	0.00	0.00
6837	FED REV CARES ACT-CNTY	0.00	0.00	0.00	0.00	0.00	0.00
6839	FEDERAL REVENUE - OTHER	0.00	0.00	0.00	0.00	0.00	0.00
	Total	(238,450.00)	0.00	0.00	0.00	(238,450.00)	0.00
6900	REVENUE LOCAL SOURCES						
6910	USE OF FACILITIES	(3,500.00)	0.00	(545.28)	0.00	(2,954.72)	15.58
6920	CONTRIBUTION & DONATION	0.00	0.00	0.00	0.00	0.00	0.00
6941	REGULAR SCH TUITION	0.00	(350.00)	(1,400.00)	0.00	1,400.00	0.00
6942	SUMMER SCHOOL TUITION	(9,000.00)	0.00	0.00	0.00	(9,000.00)	0.00
6944	Tuition other LEA's	(27,000.00)	(1,937.56)	(20,846.07)	0.00	(6,153.93)	77.21
6980	COMMUNITY ACTIVITY REV	(7,900.00)	(555.00)	(3,235.00)	0.00	(4,665.00)	40.95
6990	MISCELLANEOUS REVENUE	0.00	(3,702.39)	(14,083.29)	0.00	14,083.29	0.00
6991	REFUND OF P/Y EXPEND	0.00	0.00	0.00	0.00	0.00	0.00
6992	ENERGY EFF REV & INCENT	0.00	0.00	0.00	0.00	0.00	0.00
6999	Miscellaneous	(30,000.00)	(41.94)	(16,241.50)	0.00	(13,758.50)	54.14
	Total	(77,400.00)	(6,586.89)	(56,351.14)	0.00	(21,048.86)	72.81
7000							
7100	BASIC INS.OPR.SUBSIDIES						

(UNADJUSTED)

Condensed Board Summary Report

From 12/01/2022 To 12/31/2022

Summarization Level: MAJOR FUND/MAJOR FUNCTION/SUB FUNCTION/FULL FUNCTION

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
7110	BASIC EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00
7111	BASIC EDUCATION SUBSIDY	(3,510,484.00)	(547,231.00)	(1,641,693.00)	0.00	(1,868,791.00)	46.77
7112	SOCIAL SECURITY SUBSIDY	(813,209.00)	(2,485.05)	(362,459.27)	0.00	(450,749.73)	44.57
7140	CHARTER SCHOOLS	0.00	0.00	0.00	0.00	0.00	0.00
7160	Tuition for 1305 & 1306	0.00	0.00	0.00	0.00	0.00	0.00
	Total	(4,323,693.00)	(549,716.05)	(2,004,152.27)	0.00	(2,319,540.73)	46.35
7200	REVENUE EDU.PROGRAMS						
7210	HOMEBOUND INSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
7220	VOCATIONAL EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00
7230	ALTERNATIVE EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00
7250	MIGRATORY CHILDREN	0.00	0.00	0.00	0.00	0.00	0.00
7271	SPECIAL EDUCATION	(995,464.00)	0.00	(485,451.00)	0.00	(510,013.00)	48.77
7299	DIRECT PMT - PRRS & APS	0.00	0.00	0.00	0.00	0.00	0.00
	Total	(995,464.00)	0.00	(485,451.00)	0.00	(510,013.00)	48.77
7300	REVENUE NON-ED.PROGRAMS						
7310	TRANSPORTATION	0.00	0.00	0.00	0.00	0.00	0.00
7311	SD TRANSPORTATION	(285,000.00)	(71,784.00)	(157,925.00)	0.00	(127,075.00)	55.41
7312	NP TRANSPORTATION	(115,000.00)	(46,200.00)	(46,200.00)	0.00	(68,800.00)	40.17
7320	RENT & SINK FUND PYMT	0.00	0.00	0.00	0.00	0.00	0.00
7330	MEDICAL/DENTAL SVCS	(42,000.00)	0.00	0.00	0.00	(42,000.00)	0.00
7340	SUPPLEMENTAL REIMBURSE	(1,172,391.00)	0.00	(1,172,390.81)	0.00	(0.19)	100.00
7360	SAFE SCHOOLS	0.00	0.00	0.00	0.00	0.00	0.00
7361	PCCD Grant	0.00	0.00	0.00	0.00	0.00	0.00
	Total	(1,614,391.00)	(117,984.00)	(1,376,515.81)	0.00	(237,875.19)	85.27

(UNADJUSTED)

Condensed Board Summary Report

From 12/01/2022 To 12/31/2022

Summarization Level: MAJOR FUND/MAJOR FUNCTION/SUB FUNCTION/FULL FUNCTION

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
7500	ACCOUNTABILITY GRANT						
7500	ACCOUNTABILITY GRANT	0.00	0.00	0.00	0.00	0.00	0.00
7501	Accountability Grant	0.00	0.00	0.00	0.00	0.00	0.00
7505	READY TO LEARN BLK GRNT	(142,538.00)	(142,538.00)	(142,538.00)	0.00	0.00	100.00
7506	PA SMART GRANTS	0.00	0.00	0.00	0.00	0.00	0.00
7510	EXTRA GRANTS	0.00	0.00	0.00	0.00	0.00	0.00
7599	EXTRA GRANTS	0.00	0.00	0.00	0.00	0.00	0.00
	Total	(142,538.00)	(142,538.00)	(142,538.00)	0.00	0.00	100.00
7800	REVENUE PA SHARE BEN.						
7810	FICA - STATE	0.00	0.00	0.00	0.00	0.00	0.00
7820	RETIREMENT - STATE	(3,777,896.00)	(714,801.77)	(1,804,554.31)	0.00	(1,973,341.69)	47.77
	Total	(3,777,896.00)	(714,801.77)	(1,804,554.31)	0.00	(1,973,341.69)	47.77
7900	REVENUE TECHNOLOGY						
7920	CLASSROOMS FOR FUTURE	0.00	0.00	0.00	0.00	0.00	0.00
7990	OTHER TECHNOLOGY GRANT	0.00	0.00	0.00	0.00	0.00	0.00
	Total	0.00	0.00	0.00	0.00	0.00	0.00
8000							
8500	FEDERAL GRANTS-IN-AID						
8512	IDEA Part B	0.00	0.00	0.00	0.00	0.00	0.00
8513	TITLE I GRANT IMPROV	0.00	0.00	0.00	0.00	0.00	0.00
8514	Title I	(264,945.00)	(20,738.00)	(87,248.68)	0.00	(177,696.32)	32.93
8515	TITLE II	(55,578.00)	(11,063.38)	(14,014.42)	0.00	(41,563.58)	25.22
8516	TITLE III ESL	(6,420.00)	0.00	0.00	0.00	(6,420.00)	0.00
8517	DRUG FREE SCHOOLS	(14,686.00)	(3,142.66)	(3,142.66)	0.00	(11,543.34)	21.40

(UNADJUSTED)

Condensed Board Summary Report

From 12/01/2022 To 12/31/2022

Summarization Level: MAJOR FUND/MAJOR FUNCTION/SUB FUNCTION/FULL FUNCTION

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
8518	TITLE V	0.00	0.00	0.00	0.00	0.00	0.00
8519	TITLE II/TITLE V GRANT	0.00	0.00	0.00	0.00	0.00	0.00
8570	TITLE II EESE GRANT	0.00	0.00	0.00	0.00	0.00	0.00
	Total	(341,629.00)	(34,944.04)	(104,405.76)	0.00	(237,223.24)	30.56
8600	OTHER FED.GRANTS-IN-AID						
8670	DRUG FREE SCHOOLS	0.00	0.00	0.00	0.00	0.00	0.00
8680	TITLE III	0.00	0.00	0.00	0.00	0.00	0.00
8690	OTHER FEDERAL GRANTS	0.00	0.00	0.00	0.00	0.00	0.00
	Total	0.00	0.00	0.00	0.00	0.00	0.00
8700							
8701	IDEA PART B - ARRA	0.00	0.00	0.00	0.00	0.00	0.00
8708	ARRA FISCAL STAB - BE	0.00	0.00	0.00	0.00	0.00	0.00
8709	Basic Ed - Ed Jobs	0.00	0.00	0.00	0.00	0.00	0.00
8741	CARE ACT - ESSER FUNDNG	0.00	0.00	0.00	0.00	0.00	0.00
8742	GOV EMER ED RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00
8743	ESSER II - CRRSA ACT	0.00	(22,431.07)	(762,656.38)	0.00	762,656.38	0.00
8744	ARP ESSER III	(1,049,526.00)	(35,472.29)	(815,862.67)	0.00	(233,663.33)	77.74
8747	EMERGENCY CONNECTIVITY	0.00	0.00	(776,787.25)	0.00	776,787.25	0.00
	FUND						
8749	CARES ACT - PCCD FUNDNG	0.00	0.00	0.00	0.00	0.00	0.00
8751	ARP ESSER 7% LEARNING	0.00	(1,969.27)	(27,569.78)	0.00	27,569.78	0.00
	LOSS						
8752	ARP ESSER 7% SUMMER	0.00	(393.85)	(5,513.90)	0.00	5,513.90	0.00
	PROGRAMS						
8753	ARP ESSER 7%	0.00	(393.86)	(5,514.04)	0.00	5,514.04	0.00
	AFTERSCHOOL PROGRAMS						
	Total	(1,049,526.00)	(60,660.34)	(2,393,904.02)	0.00	1,344,378.02	228.09

(UNADJUSTED)

Condensed Board Summary Report

From 12/01/2022 To 12/31/2022

Summarization Level: MAJOR FUND/MAJOR FUNCTION/SUB FUNCTION/FULL FUNCTION

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
8800	ACCESS REIMBURSEMENTS						
8810	MEDICAL ASSISTANCE	(15,000.00)	(64,265.72)	(64,265.72)	0.00	49,265.72	428.44
8820	MED ASSIS - TRANS & AD	0.00	(1,357.18)	(7,154.80)	0.00	7,154.80	0.00
	Total	(15,000.00)	(65,622.90)	(71,420.52)	0.00	56,420.52	476.14
9000							
9200							
9220	LEASE PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00
	Total	0.00	0.00	0.00	0.00	0.00	0.00
9300							
9330	Trans from Cap Reserve	0.00	0.00	0.00	0.00	0.00	0.00
	Total	0.00	0.00	0.00	0.00	0.00	0.00
9400	SALE OF ASSETS						
9400	SALE OF ASSETS	0.00	0.00	0.00	0.00	0.00	0.00
	Total	0.00	0.00	0.00	0.00	0.00	0.00
MAJOR FUND 10 TOTALS							
	Total Expenditure	49,186,932.00	5,437,247.21	20,910,156.66	2,227,190.77	26,049,584.57	47.04
	Total Other Expenditure	1,929,953.00	13,146.40	1,862,645.07	0.00	67,307.93	96.51
	Total Revenue	(51,116,885.00)	0.00	(40,906,114.47)	0.00	(10,210,770.53)	80.02
	Total Other Revenue	0.00	(3,532,393.22)	0.00	0.00	0.00	0.00
		0.00	1,918,000.39	(18,133,312.74)	2,227,190.77	15,906,121.97	

(UNADJUSTED)

Condensed Board Summary Report

From 12/01/2022 To 12/31/2022

Summarization Level: MAJOR FUND/MAJOR FUNCTION/SUB FUNCTION/FULL FUNCTION

Grand Totals All Funds	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
Total Expenditure	49,186,932.00	5,437,247.21	20,910,156.66 ✓	2,227,190.77	26,049,584.57	47.04
Total Other Expenditure	1,929,953.00	13,146.40	1,862,645.07 ✓	0.00	67,307.93	96.51
Total Revenue	(51,116,885.00)	(3,532,393.22)	(40,906,114.47) ✓	0.00	(10,210,770.53)	80.02
Total Other Revenue	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	1,918,000.39	(18,133,312.74)	2,227,190.77	15,906,121.97	

**Capital Reserve Finance Report
December 31, 2022**

<u>Project</u>	<u>Original Budget</u>	<u>Change Orders</u>	<u>Miscellaneous Construction Costs</u>	<u>Working Budget</u>	<u>Project To Date Expenses November</u>	<u>December</u>	<u>Project To Date Expenses</u>	<u>Balance To Finish</u>
<u>Cooling Tower Replacement</u>								
HBEngineers, Inc.								
Engineering Design Services	12,000.00			12,000.00	12,000.00		12,000.00	0.00
Permits			460.00	460.00	460.00		460.00	0.00
ASL Refrigeration, Inc.	221,045.00			221,045.00	221,045.00		221,045.00	0.00
<u>Tennis Court Maintenance - Installation</u>								
The Breneman Company	49,800.00			49,800.00	49,800.00		49,800.00	0.00
<u>Saucon Valley High School Repairs</u>								
Garland/DBS, Inc.								
Roof Repairs	39,899.00	9,991.00		49,890.00	49,890.00		49,890.00	0.00
<u>Walk-In Box Evaporators</u>								
Johnson Controls								
Two New Russell Evaporator Assemblies	15,900.00			15,900.00	15,900.00		15,900.00	0.00
<u>Replacement of 2 Existing HS Rooftop Heat Pumps</u>								
HBEngineers, Inc.								
Engineering Design Services	3,900.00			3,900.00	3,900.00		3,900.00	0.00
Johnson Controls								
RTU-4 and RTU-13 Replacement	81,312.00			81,312.00	81,312.00		81,312.00	0.00
<u>HS AHU-2 Condensing Unit</u>								
Johnson Controls								
Total Project is \$49,698 of which \$35,898 will be paid by General Fund	13,800.00			13,800.00	13,800.00		13,800.00	0.00
	<u>437,656.00</u>	<u>9,991.00</u>	<u>460.00</u>	<u>448,107.00</u>	<u>448,107.00</u>	<u>0.00</u>	<u>448,107.00</u>	<u>0.00</u>

Academic and Personnel Committee – January 4, 2023

The Academic and Personnel Committee of the Saucon Valley School Board met on January 4, 2023, in the District Office Conference Room.

The following items were on the committee agenda:

1. Psychologist Intern
2. Forensic Club
3. 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

The committee agreed to move the policies for the first reading at the January 10, 2023 board meeting.

Facility Committee – January 11, 2023

The Facility Committee of the Saucon Valley School Board met on January 11, 2023, in the District Office Conference Room at 5:00 pm.

The following items were on the Facility Committee agenda:

Update: Completed Projects

Discussion: Proposed five-year project list

The committee had no recommendations.

Finance Committee Summary – January 18, 2023

The Finance Committee of the Saucon Valley School Board met on January 18, 2023, at 5:00 pm in the District Office Conference Room.

The following items were on the Finance Committee agenda:

- Discussion & Action: PowerSchool eSignature
- Discussion & Action: Backupify – Google Drive Backup Service
- Discussion & Action: Proposal for Appraiser of District Initiated Appeals
- Discussion & Action: 2023-2024 Budget
- Discussion & Action: Act 1 Resolution

The committee recommended sending the following items to the Board:

- PowerSchool eSignature
- Backupify – Google Drive Backup Service
- Proposal for Appraiser of District Initiated Appeals
- Act 1 Resolution

Saucon Valley School District
Office of the Superintendent

TO: David Bonenberger, Business Manager

FROM: Courtney Townsend / SVHS

RE: Surplus / Obsolete Materials & Equipment

DATE: January 10, 2023

DESCRIPTION	SERIAL NUMBER	REASON FOR DISPOSAL	Total
Poster Maker Pro Image Plus 3000	No: 92208190	Does not work	
		Purchased 2005 or 2006	

Reason:

Pick up location/room number: old ESL room 400 hallway Teacher Name: Courtney Townsend

Principal / Supervisor Signature and Date: W.R. — 1/10/23

Superintendent Signature and Date: [Signature]

Office use:

Date declared _____ Date of disposal _____

Picked up by _____ Disposal method _____

SAUCON VALLEY SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS
NORTHAMPTON COUNTY, PA

RESOLUTION 2023-24

WHEREAS, on June 27, 2006, the Pennsylvania Legislature passed Act 1 of Special Session 2006, entitled the "Taxpayer Relief Act" (hereinafter "Act 1").

WHEREAS, Act 1 requires school districts to limit tax increases to the level set by an inflation index unless the tax increase is approved by voters in a referendum or the school district obtains from the Department of Education or a court of common pleas certain referendum exceptions;

WHEREAS, Act 1 does, however, allow a board of school directors to elect to adopt a resolution indicating that it will not raise the rate of any tax for the support of the public schools for the following fiscal year by more than its index, provided this resolution must be adopted no later than 110 days prior to the date of the election immediately preceding the upcoming fiscal year;

WHEREAS, the Saucon Valley School District index for the 2023-2024 fiscal year has been published by the Department of Education and the Pennsylvania Bulletin;

WHEREAS, the Saucon Valley School District Board of Directors has made the decision that it shall not raise the rate of any tax for the support of the Saucon Valley School District for the 2023-2024 fiscal year by more than its index;

AND NOW, on this 24th day of January, 2023, it is hereby resolved by the Saucon Valley School District (hereinafter "District") Board of Directors (hereinafter "Board") the following:

1. The Board certifies that it will not increase any school district tax for the 2023-2024 school year at a rate that exceeds the index as calculated by the Pennsylvania Department of Education.
2. The Board certifies that it will comply with the procedures set forth in Section 687 of the Pennsylvania Public School Code (hereinafter "School Code") 24 P.S., 6-687, for the adoption of its proposed and final budget.
3. The Board certifies that increasing any tax at a rate less than or equal to the index will be sufficient to balance its final budget of the 2023-2024 fiscal year.
4. The Administration of the District will submit the District's information on a proposed increase in the rate of a tax levied for the support of the District to the Pennsylvania Department of Education on the uniform form prepared by the Pennsylvania Department of Education no later than five days after the Board's adoption of this Resolution.

(Resolution 2023-24 continued)

- 5. The Administration of the District will send a copy of this Resolution to the Pennsylvania Department of Education no later than five days after the Board’s adoption of this Resolution.

- 6. The Board understands and agrees that by passing this Resolution it is not eligible to seek referendum exceptions under Section 333(f) of Act 1 and is not eligible to request approval from the voters through a referendum to increase a tax rate by more than the index as established for the 2023-2024 fiscal year.

- 7. Once this Resolution is passed, the Administration of the District is not required to comply with the preliminary budget requirements set forth in paragraphs (a) and (c) of Section 311 of Act 1. Provided, however:
 - (a) The Board understands and agrees that, upon receipt of the information submitted by the District as set forth in paragraphs 4 and 5 above, the Pennsylvania Department of Education shall compare the district’s proposed percentage increase in the rate of the tax with the index.

 - (b) Within ten days of the receipt of this information, the Pennsylvania Department of Education shall inform the District whether its proposed tax rate increase is less than or equal to the index.

 - (c) If the Pennsylvania Department of Education determines that the District’s proposed increase in the rate of the District’s tax exceeds the index, the District is subject to the preliminary budget requirements as set forth in paragraph (a) and (c) of Section 311 of Act 1.

DULY ADOPTED, this 24th day of January, 2023, by the Board of School Directors of the Saucon Valley School District in lawful session, duly assembled.

ATTEST:

SAUCON VALLEY SCHOOL DISTRICT
Board of School Directors

Board Secretary

Board President

**NON-BINDING RESOLUTION OF THE
BOARD OF SCHOOL DIRECTORS OF THE SAUCON VALLEY SCHOOL DISTRICT
REGARDING TAX INCREASE FOR THE 2023-2024 FISCAL YEAR**

WHEREAS, on June 27, 2006, the Pennsylvania legislature passed Act 1 of Special Session 2006, entitled the “Taxpayer Relief Act” (hereinafter “Act 1”) which guides all public school districts, including the Saucon Valley School District (“District”), regarding the limits on tax increases based on a yearly index;

WHEREAS, consistent with the provisions of Act 1 the District approved an authorizing resolution on January 24, 2023, not to exceed the established Act 1 Index;

WHEREAS, the District is required by law to approve a final spending budget no later than June 30, 2023 and also adhere to regulatory timelines that require presentation of a proposed final budget and public inspection of final spending budget before it is approved;

WHEREAS, in order to assist the Administration of the District in the development of the final budget, the Board hereby enters into a nonbinding resolution directing the Administration to build a budget around the following tax increase;

NOW, THEREFORE, THE BOARD OF SCHOOL DIRECTORS APPROVE AS FOLLOWS:

RESOLVED, in preparation for approval of the Final Budget, the Board hereby directs the Administration to develop a budget that reflects a 0% tax increase for the 2023-2024 fiscal year.

FURTHER RESOLVED, by approving this Resolution the Proposed Final Budget, due no later than May 31, 2023, shall reflect no tax increase.

FURTHER RESOLVED, nothing herein otherwise changes the District’s requirements and obligations to develop a budget under the procedures of Act 1 and nothing herein otherwise limits subsequent decisions by the Board regarding the tax rate for the 2023-2024 budget.

FURTHER RESOLVED, that the Superintendent or his designee is hereby empowered to take the actions needed to implement the provisions of this Resolution and to delegate responsibility for the same to other administrators or employees of the District.

APPROVED, this _____ day of _____, 2023 by the Board of School

Directors of the Saucon Valley School District.

By: _____
Board President

Date _____

By: _____
Board Secretary

Date _____



Proposed Itinerary
Saucon Valley High School
Disney Performing Arts-Student Package
Friday, December 15 - Wednesday, December 20, 2023

7000 Grand Central Ave * Vienna, WV 26105
 304-485-8687 * USToursAmerica.com

January 9, 2023

Robert Frey
 Saucon Valley High School
 2100 Polk Valley Road
 Hellertown, PA 18055

Dear Robert,

Thank you for your interest in this tour. This price quote is valid for 30 days. Once you have returned a signed copy of this form, we will confirm your tour services. With your signature, you agree to the prices and deadlines shown here as well as the Terms and Policies listed on our website. Please sign and return all pages now.

For multi-day trips, we will send your Operations Book two to three weeks before departure. This very detailed document contains:

- * your mapping and routing
- * your operations schedule (with details on vendors)
- * daily instructions for you when on tour
- * info and maps for hotels, restaurants, etc.

We put a lot of effort into Operations Books and it is unlikely it will be delivered earlier.

Package Prices (Per Person)	<i>Prices based on minimum of 80 paid</i>
Double Package: \$2449.00	
Triple Package: \$2249.00	<i>Prices include 4 Free with every 80 paid</i>
Quad Package: \$2149.00	
Single Package: \$3529.00	

Additional Costs:

Price Per Bus is: Included Driver's Room is: N/A

Package Price Includes:

Roundrip Airfare (estimated until 2/1/2023)
 5 Nights Accommodations at Disney All-Star Resorts
 5 Disney Breakfast Vouchers
 5 Disney Dinner Vouchers
 4 Day Base Park Pass (non hopping)
 Disney Instrumental Workshop
 Disney Choral Workshop
 2 Disney Performances (based on applications and acceptance)
 All Motorcoach Transportation
 Driver Gratuities
 3 Director Comps (single occ)
 1 Comp per 15 Chaperone Comp (double occ)
 1 Nurse Comp (single occ)
 US Tours, Student Escort

Initial group deposit is to hold rooms at Disney All Star Resort. This deposit is refundable and will be applied to the trip balance. A rooming list including passengers dates of birth and legal names, will be required by September 16, 2023. A group invoice will be generated upon receipt for final payment, due October 15, 2023.

Day 1 Friday, December 15

Roundtrip PHL Transfer

Board your private Trans Bridge motocoach today for transfer to the departing airport.

Roundtrip MCO transfers

Upon your arrival at the Orlando Airport, your private transportation will be there waiting to take you to Walt Disney World.

Disney Springs

With more than 100 retail shops to peruse, Disney Springs is a shopper's paradise. Whether you're on the prowl for a personalized handbag, shoes hand-painted by local artists or hard-to-find Disney themed items.

Your private transportation will take you to Disney Springs for time to stretch your legs and have lunch before checking into the hotel.

Disney All Star Resorts

Located near Disney's Animal Kingdom Area, Disney's All-Star Resorts are located on Disney property and include pools, dining options and recreation for everyone.

Day 2 Saturday, December 16

4 Day Base Park Pass

Experience new enchantment and classic favorites at Disney's Hollywood Studios, Animal Kingdom, Magic Kingdom, and EPCOT. There is so much to see & do. Your pass includes one per each day of your visit.

Disney Performing Arts Workshops

At Disney Imagination Campus, you will take part in Vocal, Dance or Music Workshops. See What it Takes to be Disney Entertainment Professionals. Where Imagination and Creativity are Part of Every Student's Educational Experience! Workshop locations will be assigned after your group has been accepted.

EPCOT

Your EPCOT journey begins at Spaceship Earth, housed inside the iconic geodesic globe that serves as the park's centerpiece. In this attraction, you'll travel through the history of communication, stretching from humanity's first cave paintings through today and tomorrow. The World Showcase is home to attractions such as Norway's Frozen Ever After and Mexico's Gran Fiesta Tour Starring The Three Caballeros. And in France, the all-new Remy's Ratatouille Adventure brings Disney and Pixar's Academy Award®-winning Ratatouille to life as part of a newly expanded France pavilion.

Day 3 Sunday, December 17

Disney Live Performance Opportunities

Your performers will discover the excitement, magic and unparalleled experience of entertaining Disney Park Guests through a time-honored tradition. They'll be challenged to bring their very best to their performance as they learn the expectations and discipline that go with being a Disney performer. (Disney Parade and Choral Performance-based on application acceptance and availability)

Hollywood Studios

Let your adventure begin at Disney's Hollywood Studios, with attractions and lands that make a day there even more extraordinary. Get set for an immersive experience where you're not merely watching the story, but actually living it. At Star Wars: Galaxy's Edge, you'll experience the smells and tastes of a cantina set in a galaxy far, far away. Zip away on a zany adventure through a cartoon universe crammed with surprises courtesy of the park's newest experience, Mickey & Minnie's Runaway Railway! Or, enter a decidedly different dimension at The Twilight Zone Tower of Terror.

Day 4 Monday, December 18

Magic Kingdom

The world's most famous theme park, Magic Kingdom is the place where childhood dreams come true. With more than 40 unforgettable attractions, themed dining and shopping, and countless surprises, your imagination is the limit. Magic Kingdom is divided into six themed lands, each with a different focus. Beyond its rides and shows — including the all-new Disney Enchantment nighttime spectacular — Magic Kingdom Park is packed with character encounters, fun shops and a wide range of dining options.

Day 5 Tuesday, December 19

Animal Kingdom

Alive with magic day into night, Disney's Animal Kingdom® provides authentic adventures as you explore Pandora – The World of Avatar where you can float down a mystical bioluminescent river in Na'vi River Journey and fly on the back of a banshee on Avatar Flight of Passage. View thousands of animals in their natural habitats spotting them while trekking Gorilla Falls Exploration Trail, Kilimanjaro Safaris or at the base of Tree of Life. Track the legendary Yeti on Expedition Everest or spin through time on DINOSAUR. By day, witness the unbelievable with brilliant Broadway-style performances in Finding Nemo – The Musical and Festival of the Lion King. By night, celebrate the beauty of all living things with a fusion of light, water and sound during Rivers of Light.

Saucon Valley Music Directors will need to apply online at planears.disney.com for all performance and workshop requests. This can be done 12 months prior to departure. For further information, please review the attached Disney information sheets. Be sure to include USTours as your travel provider so that we can coordinate the details of the performances and workshops with Disney Imagination Campus.

Payment Schedule

This Quote expires in 30 days, sign now and return to reserve space. Please make checks payable to US Tours.

Deposit Schedule:	12/22/22	\$6000.00	Per Group
	05/15/23	\$250.00	Per Person
	08/17/23	\$550.00	Per Person

Final Payment Date: 10/15/23

Cancellation Deadlines:

First Penalty Date: August 15, 2023 - 50.00% per person
Second Penalty Date: October 1, 2023 - 100.00% per person

Rooming Lists

As your trip starts to sell please send a tentative rooming list. It's never too early to send information. Please use your rooming list to identify all of your customers special requests and update us frequently:

- * If you need a handicapped room – note it beside that customer's name on the rooming list.
- * If you need two beds, have special dietary restrictions or allergies, etc. put all of this on the rooming list.
- * We also need to know the departure points and times you have set up for your trip.

Once we receive your first deposit, we will consider your trip operational and begin to finalize all the details.

Special Services & Delivery of Documents

Checkmark all services desired

Promotional Sales Flyers Name Badges Luggage Tags Do you want Travel Insurance? Yes No

Phone: (610) 838-7001

Cell: (484) 239-0262

Fax:

Email: robert.frey@svpanthers.org

Robert Frey

Date



611 Industry Rd.
Louisville, KY 40208
Ph. (502) 637-2500

Service Agreement

This agreement is made by and between "ZFX" and the client listed below (hereinafter "Client"). Please read this agreement carefully as it represents all of ZFX's promises made to Client. The incorporated Terms and Conditions contain information regarding Client responsibility for payment, travel expenses, shipping, insurance and other important items. It is your responsibility to read and understand them.

Client: Saucon Valley High School
Contact: Felicia Stone
Address: 2100 Polk Valley Rd
 Hellertown, PA 18055
Phone: (347) 424-1955
Email: felicia.stone@svpanthers.org

Date: 1/13/2023
Valid Until: 1/16/2023
ZFX Producer: Emily Ballou

Artistic Vision:

Over-stage flying for Bert during Step in Time & Mary during her entrance and exit.

Production Name	Load-In Date	Open	Close	Strike
Mary Poppins	*TBC 2/13/2023 - 2/23/2023	3/9/2023	3/12/2023	3/13/2023

Item	Qty	Description
1.	1	manual track flying system over stage
2.	1	double-point seat harness for Mary
3.	1	somersault harness for Bert
4.	1	Flying Director on location for 2 days for installation, training & rehearsals
5.	1	round-trip equipment freight
6.	1	airfare, meal per diem & local transportation
<i>(See Terms and Conditions on Pages 2 & 3 for additional financial responsibilities.)</i>		
		TOTAL (USD)
		\$ 8,450.00

Important Notes

- *Load-in date will be sometime between February 13 and February 23, TBD by ZFX after receipt of a signed contract and deposit, and not later than January 23. Hotel check in is the day before load-in and check out is three mornings later.
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Hotel & Payment Schedules

Staff	Hotel Check-In	Hotel Check-Out	Days on Location	Payment Schedule	Amount (USD)	Due
Flying Director	*2/12/2023	*2/15/2023	2	Deposit:	\$ 4,225.00	1/16/2023
				Balance:	\$ 4,225.00	2/13/2023

Terms & Conditions

1. Indemnification and Insurance

- a. Throughout the course of this agreement, Client shall maintain commercial general liability insurance which includes coverage for independent contractors. Said insurance policy shall name ZFX as an additional insured and will be primary and non-contributory. Such insurance shall provide general aggregate limits of not less than \$2,000,000. Client will provide a waiver of subrogation in favor of ZFX. Client expressly agrees to ensure that anyone utilizing the ZFX equipment is covered by Client's own workers' compensation Insurance (with minimum limits of \$1,000,000) or Client's own general liability insurance, whichever applies.
- b. Client shall at all times from the delivery of the equipment to Client to its return to ZFX maintain property insurance covering the ZFX's equipment from damage or loss. Coverage shall be in an amount sufficient to cover the full new replacement cost of the equipment. If the equipment will remain at a single location for the duration of the rental period a standard property policy will suffice as long as the policy will cover rented property while in transit. If the rented property will be used at multiple locations, the property must be insured on an Inland Marine policy with a coverage territory that corresponds with where the property will be used such as the U.S. and Canada, or, worldwide. Such coverage must include theft and theft from an unattended vehicle.
- c. Before obtaining possession of ZFX's equipment, Client shall provide a Certificate of Insurance confirming each of the coverages specified above. The failure of ZFX to demand such notice or proof of insurance shall not excuse Client from providing coverage that complies with the requirements above.
- d. Except for ZFX's gross negligence or intentional misconduct, Client agrees to defend, indemnify and hold harmless ZFX, its officers, agents, contractors and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which ZFX, its officers, agents, contractors and employees may sustain or incur or which may be imposed upon them for injury to or death of persons or damage to property as a result of the actions or omissions of the Client, its employees, agents, contractors, students, volunteers or invitees, including without limitation the improper use of the ZFX equipment, or relating to the Client's premises. No person not trained by ZFX may operate or use the equipment. In the event any person not trained by ZFX should operate or use the equipment, Client agrees to indemnify ZFX for any claim or liability arising out of the activities of that person.
- e. Except for the Client's gross negligence or intentional misconduct, ZFX agrees to defend, indemnify and hold harmless Client, its officers, agents, contractors and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind of nature which Client, its officers, agents, contractors and employees may sustain or incur or which may be imposed upon them for injury to or death of persons or damage to property as a result of the actions or omissions of ZFX, its employees, agents or contractors.
- f. Prior to using the ZFX equipment, each user must sign a waiver and indemnification agreement.

2. Technical Planning & Installation

- a. Unless specifically directed otherwise by Client in writing, ZFX assumes any person on Client's end participating in planning conversations (including email, phone, text, and other) related to Client's production is authorized to direct ZFX on Client's behalf. Client acknowledges and agrees that ZFX will treat communications and instructions related to scheduling, technical planning, artistic vision, and all other production management from such individuals as sanctioned decisions.
- b. Technical worksheets and harness charts are due at least 30 days prior to load in. For signed contracts received less than 30 days prior to load in, technical worksheets and harness charts are due two days after receipt of contract. ZFX may assess a \$100 per day late fee for technical worksheets and/or harness charts received after due date. Equipment shipping costs may be increased as a result of late worksheets or harness charts; Client is responsible for all shipping costs. Client may be responsible for additional installation charges once the technical worksheet has been received. Any charges for overnight harness shipments or additional equipment shipments due to late or inaccurate harness charts or late or inaccurate technical worksheets are the sole responsibility of Client.
- c. For safety reasons, flying performers in excess of 225 lbs may require custom harnesses and additional flying equipment. This could result in additional costs. Please notify your Producer immediately if you have a flying performer who exceeds this threshold.
- d. Unless otherwise stated on page one (1) of this agreement, all costs, equipment and labor in this contract presume a single-cast production. Multiple cast shows may incur additional costs and/or reduction of choreography and characters to be flown due to time restrictions.
- e. Unless otherwise stated and mutually agreed to in writing, ZFX will have unrestricted access to the venue on load-in day, free of other events and usage restrictions.
- f. Client is responsible for providing a minimum of one capable person per travel line and one capable person per lift line (heavier loads may require two people per lift line). All operators must be at all rehearsals.
- g. Client must provide a minimum of four capable people to assist with load-in. ZFX is not responsible for extended installation and removal time or any associated costs due to lack of Client assistance.
- h. Unless otherwise stated on page one (1) of this agreement, all costs, equipment and labor in this contract presume we are rigging the ZFX equipment to movable flybars (battens). If it is determined that ZFX cannot rig to movable flybars, and a direct-hang to building structure is required, additional costs and time on site may apply. Client must provide access (lift or otherwise) to the structure from which ZFX will hang the flying equipment.
- i. For productions using Automated/Motorized equipment, Client must provide appropriate, convenient electrical power tie-in to a 208-240v 3-phase power source, with an allotment of 30 amps per hoist. For rentals of 3 or more hoists, ZFX will provide a CAM-lok distro free of charge. For rentals of fewer than 3 hoists, Client is responsible for providing an alternative to CAM-lok style power tie in. Acceptable alternative methods include: a 30 Amp cable tail from the power source with a ZFX approved L21-30 or Hubbel 50amp twistlock connector; a 30 Amp tail (with a female plug) from the power source and a matching male plug to be given to ZFX at installation; a fused disconnect in an accessible panel. If the client is unable to provide an alternate tie-in method, an additional \$150 per week rental charge will apply for a ZFX provided CAM-lok power distro.
- j. Client will ensure the venue is safe to install and operate the effects and equipment. If ZFX deems the venue or venue facilities unsafe once on location, Client is responsible for 50% payment and all expenses incurred to date.

3. Equipment Usage, Shipping and Return

- a. Equipment is shipped ground freight and will be delivered directly to the performance venue. Client will be notified of carrier and tracking information once equipment is shipped. Client will be given an approximate arrival date and is responsible for tracking such date through carrier. A Client representative must be present to accept the shipment. Any additional delivery charges due to non-acceptance of the equipment are the sole responsibility of the Client.
- b. The Client will accept the equipment as received and it will be considered in good condition unless otherwise detailed in writing and presented to ZFX.
- c. Client shall be fully responsible for use and maintenance of the equipment between delivery and return to ZFX. Client shall operate and use the equipment in accordance with ZFX's instructions and recommended use and shall neither abuse or misuse the equipment and will take all necessary precautions during the shipment, use or storage of the equipment to protect it and all persons using the equipment from injury or damage. Client shall not make any alterations, changes, modifications or improvements to the equipment without the prior written consent of ZFX.
- d. Unless the terms of this agreement explicitly include strike or oversight of strike by ZFX, equipment must be taken down by Client. The Flying Director will provide full removal instructions before leaving the venue. We will assume you have been properly trained for removal of equipment unless you in advance provide written notice of the contrary.
- e. Client is responsible for ensuring the equipment is returned in the same shipping method sent within two days of show closing (otherwise a late fee will apply) and is responsible for any damage to the equipment during return shipping.
- f. Upon return, if it is determined that the equipment has suffered more than expected wear and tear, repair charges will be assessed at the sole discretion of ZFX and the Client will be invoiced accordingly. If any items are lost or permanently damaged, Client will pay full replacement costs.

4. Other Important Information

- a. Client is responsible for hotel reservations, minimum three star, with in-room WiFi and parking included, guaranteed late arrival and direct billing to Client (one room per person).
- b. **IMPORTANT:** Unless this agreement specifies otherwise, final balance due for cost of services and all expenses to date must be presented to the Flying Director prior to installation of equipment. The Flying Director will not load-in your show without payment in full. **DO NOT MAIL YOUR BALANCE DUE CHECK.**
- c. ZFX has the right to enter the venue at any time to remove its equipment due to non-payment. Client is not authorized to utilize ZFX's equipment any longer than contracted unless prior authorization and additional payment in full has been received. No one other than a ZFX representative is authorized to alter or modify ZFX's equipment or harnesses. Client will pay full replacement costs for equipment modified without prior ZFX approval; this includes staining of harnesses from fake blood or makeup.
- d. Booking deposits are non-refundable. In the event of a cancellation, Client is responsible for all expenses to date including airline reservations, freight costs and any custom equipment that has been produced specifically for this production. In the event of a cancellation made less than 21 days before load-in date, Client is responsible for the Balance in full.
- e. Title page and bio program credit and/or scrolling video credit are required in legible font to read "Flying Effects provided by ZFX". Any advertising or poster publicity must mention ZFX with the same wording.
- f. The signatures of both parties signify mutual agreement to all these terms. I have read each section thoroughly. Furthermore, I acknowledge I am an officer of the Client with appropriate authority to enter into this agreement on behalf of the Client, and that in the event I do not have proper authority, I am personally accepting the responsibilities and liabilities in this agreement. This agreement shall be construed in accordance with and governed by the internal laws of the Commonwealth of Kentucky.

Client Authorized Officer Printed Name

Title

Client Authorized Officer Signature

Date

ZFX Authorized Printed Name

Title

ZFX Authorized Signature

Date



This FEE AGREEMENT (“Agreement”) is by and between **Saucon Valley School District** (the “Payor”) and Bancroft, a New Jersey Non-Profit Corporation, on its own behalf and on behalf of its subsidiary and affiliated entities (collectively, “Bancroft”). Intending to be legally bound hereby, the parties agree as follows:

Effective Date: February 8, 2023 through June 30, 2023

Name of Person Served: (“Person Served”) DOB:
 Billing Address:
 2097 Polk Valley Road
 Hellertown, PA 18055
 Attn: Jillian Brodhead

Program(s) and Address:
Lindens Intensive 311 Walton Avenue Mount Laurel, NJ 08054

Service Description:	Rate (includes unit definition):
School Tuition School Days only, per school day	Rate: \$205.00
Additional 1:1 Staffing in School or Residence, per day. **Preauthorization of service by Payor is required.	Full Day Rate: \$264.00 Half Day Rate: \$132.00

- Services.** Payor shall pay Bancroft for the services provided above to the Person Served. All services except for those listed above are excluded from this Agreement including, without limitation, medical services, primary care, medical specialists, laboratory, emergency room, hospital services, radiology, telehealth, urgent care centers, same day surgery centers and pharmacy. Payor shall not be responsible for the cost of services not covered by this Agreement.
- Payment.** Payor shall pay to Bancroft the amounts specified above for all services provided by Bancroft to the Person Served within thirty (30) days of receipt of invoice. If Payor fails to remit payment within such thirty (30) day period, then interest at one and one-half percent (1.5%) per month shall be added to the amount owed. Interest shall be calculated beginning the day after the required payment due date and ending on the date the outstanding amount is fully paid.
- Deposit.** If Payor is a new admission to Bancroft, then Payor shall provide a deposit in the amount of **\$6,150.00** to Bancroft upon the execution of this Agreement by Payor. This deposit minus any amount owed by the Payor shall be refunded to Payor within thirty (30) days of the termination of this Agreement.

4. **Remittance.** Payor shall submit payment to Bancroft via wire transfer, credit cards, ACH, or check. Payment by check shall be submitted by Payor to Bancroft at the following address:
Bancroft, a New Jersey Non-Profit Corporation
P.O. Box 7478
Lancaster, PA 17604

Bancroft may change billing instructions, at any time, upon written notification to Payor.

5. **Pre-Authorization.** Payor may not retroactively deny payment or audit for any item or service that was pre-authorized by Payor; except in cases of fraud by Bancroft or where the information provided by Payor at the time of claim submission substantially differs from the information submitted at the time of pre-certification.
6. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties concerning the subject matter hereof. This Agreement supersedes all prior written or oral agreements or understandings existing between the parties concerning the subject matter hereof. No amendment to any provision of this Agreement shall be effective unless in writing and signed by each party.
7. **Suspension.** Lack of payment will result in the suspension of the services provided under this Agreement, and the Person Served will be discharged and transferred back to the Payor. All expenses incurred by Bancroft for such transfer will be the sole responsibility of the Payor.
8. **Change in Care.** The parties acknowledge and agree that a change in the services, residence, or level of care for the Person served may result in a change in fees. In such an event, Bancroft will notify the Payor in writing of any change in fees. The Payor shall remit such additional fees to Bancroft within thirty (30) days of receipt of invoice.
9. **Term and Termination.** This Agreement shall be effective for a period of one (1) year from the effective date above. Bancroft may terminate this Agreement, at any time, for any reason including, without limitation, non-payment of fees by Payor. This Agreement shall terminate should the Person Served cease to be resident of the Payor as defined by the Pennsylvania School Code. Payor shall provide written notice to Bancroft should the Person Served cease to be a resident of the Payor.
10. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, guarantors, and permitted assigns. Neither this Agreement nor any of the rights hereunder may be assigned, sold, delegated, or otherwise transferred by a party without the prior written consent of the other party which consent shall not be unreasonably withheld, conditioned, or delayed.

Please confirm your acceptance of this Agreement by signing where indicated below and returning one copy of this Agreement via email, fax, or mail to:

Bancroft, a New Jersey Non-Profit Corporation
1255 Caldwell Road
Cherry Hill NJ, 08034
Attn: Ana Holloway, Contract Specialist
Email: ana.holloway@bancroft.org
Fax: (856) 375-8358

Accepted and Agreed on behalf of Bancroft

Jennifer Cripps, CPA
FINAL 4/26/2021

Date

Chief Financial Officer

Accepted and Agreed on behalf of Payor:

Payor (Signature)

Date

Payor (Print Name)

Title (print)



PowerSchool LLC
 150 Parkshore Dr. Folsom, CA 95630
 Quote #: Q-728836-1
 Quote Expiration Date: 20-DEC-2022

Sales Quote - This Is Not An Invoice

Prepared By:	Andrew Mills	Customer Contact:	Jillian Brodhead
Customer Name:	Saucon Valley School District	Title:	Director of Special Education and Student Services
Enrollment:	2,020	Address:	Carbon Lehigh Intermediate Unit 21 4210 Independence Drive
Start Date:	16-DEC-2022	City:	Schnecksville
End Date:	20-MAR-2023	State/Province:	Pennsylvania
		Zip Code:	18078
		Phone #:	(610) 838-7001 ext. 1116

Prorated pricing is reflective of time period from Start Date through End Date as outlined above. This quote modifies your subscription for the products and services set forth below.

Product Description	Current Quantity	Amended Quantity	Unit	Extended Price
Initial Term 16-DEC-2022 - 20-MAR-2023				
License and Subscription Fees				

PowerSchool Special Programs Digital Signature Hosted	2,020.00		Students	USD 525.75
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License and Subscription Totals: **USD 525.75**

Professional Services and Setup Fees

PowerSchool Special Programs Dig Sig Deployment	1.00		Each	USD 2,250.00
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Professional Services and Setup Fee Totals: **USD 2,250.00**

Quote Total

Initial Term	16-DEC-2022 - 20-MAR-2023
Amount To Be Invoiced	USD 2,775.75

Annual Ongoing Fees as of 21-MAR-2023 - Fees subject to an annual uplift, which will be reflected on renewal quote

PowerSchool Special Programs Digital Signature Hosted	2,020.00		Students	USD 2,019.99
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Estimated Annual Ongoing Fees Total: **USD 2,019.99**

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. Customer understands the above Annual Ongoing Fees for the next subscription period do not include the annual uplift, which will be applied at the time of renewal. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless

otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: https://www.powerschool.com/MSA_Feb2022/

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

POWERSCHOOL GROUP LLC
Signature:

Saucon Valley School District
Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 7-DEC-2022

Date:

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

Statement of Work

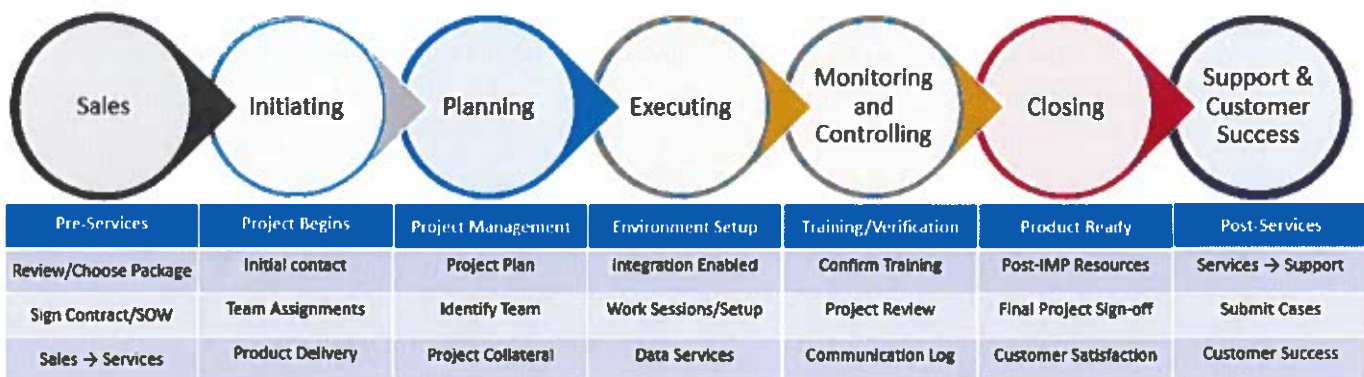
Purpose of Document

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

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

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

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



Released January 2021

Document Owner: PowerSchool Group LLC, Product Deployment Solutions

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

General Assumptions

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

Released January 2021

Document Owner: PowerSchool Group LLC, Product Deployment Solutions

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

Deliverables Acceptance Procedure

Deliverables Acceptance

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

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

Released January 2021

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Project Change Control and Escalation Procedure

Project Change Control

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

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

Customer Escalation Procedure

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

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

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

Released January 2021

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Special Programs Digital Signature Consulting Services

Statement of Work

Initiating (Pre-requisites before Planning)

During the initiating phase of PowerSchool Special Programs implementation, initial contact is made, PowerSchool project team is assigned, and provisioned database is delivered to the Customer.

PowerSchool Responsibilities

- Complete intake process, including a welcome email sent to identified point of contact
- Identify PowerSchool project team
 - Project Manager
 - Application Specialist
 - Technical Resource
- Enable Digital Signature license on production database.

Completion Criteria

This activity will be considered complete when:

- Digital signature module is available in the production instance of database.

Planning

During the planning phase of PowerSchool Special Programs implementation, you will be introduced to your Deployment Project Manager and schedule the project kick-off meeting. In the initial introductory email from the project manager, you will be provided a high-level estimated project timeline that meets PowerSchool's established tiered services duration.

Customer Critical Responsibilities

- Customer has been introduced to their PowerSchool Project Manager
- Receipt of introductory email has been sent to the Customer
- Attend the kick-off meeting and schedule product sessions, project checkpoints, go live date.
- Review a high-level project plan, recommended customer project team
- Determine Project Team
- Provide training dates (if purchased)

PowerSchool Responsibilities

- Project Manager emails point of contact to schedule project kick-off call and provides a high-level recommended project plan
- Deliver kick-off meeting and schedule product sessions, project checkpoints, and plan for training.
- Share project collateral with customer core team.

Completion Criteria

This phase will be considered complete when:

- Project team has been identified
- Introduction to your deployment project manager
- PowerSchool sends an email with proposed dates to schedule the kick-off call and provides a high-level recommended project plan
- Kick-off meeting has been completed and project timeline is confirmed

Special Programs Digital Signature Consulting Services Statement of Work

Executing

The executing phase of PowerSchool Special Programs implementation consists of a series of work sessions pertaining to integration and configuration.

Customer Critical Responsibilities

- Attend scheduled product session:
 - Participate in Digital Signature overview/Digital Signature setup session
 - Verify understanding of source of email data
 - Participate in end-to-end use case
- Verify understanding of end-to-end Digital Signature functionality

PowerSchool Critical Responsibilities

- Deliver scheduled Digital Signature overview/Digital Signature setup session:
 - Delivery options
 - Opt out
 - Resend/Refresh
 - Void
 - Template options
 - Verify staff emails are being populated
 - Verify parent emails are being populated
 - manual entry when sending document
 - Verify entire process using customer email as test

Completion Criteria

This phase will be considered complete when:

- Digital Signature overview/Digital Signature setup session has been delivered
- End-to-End Digital Signature functionality has been tested and is working as designed

Monitoring

The monitoring and controlling phase of PowerSchool Special Programs implementation consists of providing assistance with scheduling training sessions (if purchased) with the PowerSchool Customer Education Team.

Customer Critical Responsibilities

- Ensure the core team can successfully use the Digital Signature functionality

PowerSchool Critical Responsibilities

- Verify with the Customer that the core team can successfully send documents using the Digital Signature functionality

Completion Criteria

This phase will be considered complete when:

- Customer core team is successful with sending Digital Signature functionality

Special Programs Digital Signature Consulting Services Statement of Work

Closing

The closing phase of PowerSchool Special Programs implementation consists of the official project close out meeting. You will be asked to complete a customer satisfaction survey to provide feedback on your experience throughout the implementation phases.

Customer Critical Responsibilities

- Attend project close-out meeting
- Provide official project sign-off

PowerSchool Critical Responsibilities

- Deliver project close-out meeting
- Receive final project sign-off

Completion Criteria

This phase will be considered complete when:

- All project deliverables have been completed
- Project close-out meeting has been completed
- Final project sign-off has been completed



a datto company

Company Address 101 Merritt 7, 7th Floor
Norwalk, CT 06851
United States

Created Date 1/13/2023
Quote Number 00297368
Expiration Date 1/31/2023
Payment Terms Net 30

Sales Representative James McGuire
Sales Representative Email jamcguire@datto.com

Contact Name Michael Hanssen
Phone 6108387001 x1301
Email michael.hanssen@svpanthers.org

Bill To Name Saucon Valley School District
Bill To 2097 Polk Valley Road
Hellertown, PA 18055
United States

Ship To Name Saucon Valley School District
Ship To 2097 Polk Valley Road
Hellertown, PA 18055
United States

Quantity	Product	Product Code	Line Item Description	List Price	Discount	Total Price
267.00	Google Apps Education Plan FTE - Monthly	G-EDUM-FTE	Daily automated backups three times per day for a specified number of Faculty and Staff (FTE) users.	USD 2.00	25.00%	USD 400.50

Commitment Term 5 (Months)
Subscription Start Date 1/31/2023
Total Price USD 400.50
Cost Over USD 2,002.50
Commitment Term

Sales Order Terms and Conditions

- Terms and Conditions
1. Unless otherwise stated, the pricing stated above expires 30 days after you receive this Sales Order.
 2. To place an order for the services listed above, please sign below e-mail a signed copy of this Sales Order form to your sales representative.
 3. If you increase the number of users (as defined in the terms), the fees will be subject to a corresponding, forward-going adjustment to reflect these changes.
 4. By signing this Sales Order you agree to Backupify's Enterprise SaaS Terms which can be found at: <https://www.backupify.com/backupify-terms-of-use> and Backupify Product Policies which can be found at: <https://www.backupify.com/product-policies>

Signature _____ Signature Date ____/____/____

Name (Print) _____ Title _____

Invoicing Contact _____

Invoicing Contact Email Address _____

COYLE, LYNCH & COMPANY

VALUATION ADVISORY SERVICES

112 CHESLEY DRIVE

SUITE 250, HAMPTON BUILDING

MEDIA, PENNSYLVANIA 19063-0040

Vox 610-461-5000

FAX 610-461-7284

WWW.COYLELYNCH.COM

JOHN J. COYLE 3RD, MAI, CRE + O ♦ • □ Δ

JOHN ANTHONY EGAN, MAI, SRA +

H. MICHAEL McDEVITT, MAI + O ± □

JOHN J. COYLE 4TH, JD, MAI + ♦

BRIAN WILBUR COYLE, MAI + O

MACK E. WELLER +

MICHAEL J. McCLOSKEY, JR., MAI, USMC

OF COUNSEL

(1972 – 2008)

+ PA CERTIFIED GENERAL REAL ESTATE APPRAISER

O NJ CERTIFIED GENERAL REAL ESTATE APPRAISER

♦ DE CERTIFIED GENERAL REAL ESTATE APPRAISER

• NY CERTIFIED GENERAL REAL ESTATE APPRAISER

± MD CERTIFIED GENERAL REAL ESTATE APPRAISER

Δ TX CERTIFIED GENERAL REAL ESTATE APPRAISER

□ VA CERTIFIED GENERAL REAL ESTATE APPRAISER

January 7, 2023

Saucon Valley School District
c/o David H. Comer, Esquire
Fox Rothschild, LLP
980 Jolly Road, Suite 110
P.O. Box 3001
Blue Bell, PA 19422-3001
dcomer@foxrothschild.com

RE: LAND AND IMPROVEMENTS COMPRISING
THE TAXABLE REAL ESTATE OF THE
WAREHOUSE FACILITY LOCATED AT
1850 FRIEDENSVILLE ROAD
LOWER SAUCON TOWNSHIP, NORTHAMPTON COUNTY
BETHELEHEM, PENNSYLVANIA 18015-5049
TAX PARCEL NO. Q7-12-11A-0719
CLC JOB NO. 22-865

Dave:

We propose to appraise the captioned property to estimate its market value as of January 1, 2023. We will inspect the subject property, and gather and evaluate data to process the applicable approaches to value. We will develop a complete analysis of the subject property, and we will communicate our findings in two phases.

The first phase of the assignment will consist of the development and communication of a restricted use summary appraisal report explaining our findings and conclusions. If authorized to complete additional work, the second phase of the assignment will consist of

the development and communication of a self-contained appraisal report detailing the data and rationale supporting our findings and conclusions.

This proposal expires on March 1, 2023 unless executed and returned to our office by March 1, 2023.

“Actual value” is the basis for the assessment of taxable real estate in all counties in the Commonwealth of Pennsylvania. In numerous cases (including *Baldwin Lima Hamilton Corp.*, 412 Pa. 299, 194 A.2d 434 (1963); (*Buhl Foundation v. Board of Property Assessment, Appeals and Review of Allegheny County*, 407 Pa. 567, 180 A.2d 900 (1962)) “actual value” has been equated to “market value”.

“Market value” has been defined by the Pennsylvania State Supreme Court as “the price in a competitive market a purchaser, willing but not obligated to buy, would pay an owner, willing but not obligated to sell, taking into consideration all the legal uses to which the property can be adapted and might reasonably be applied.” (*Buhl Foundation v. Board of Property Assessment, Appeals and Review of Allegheny County*, 407 Pa. 567, 180 A.2d 900 (1962); *U.S. Steel Corp. v. Board of Assessment and Revision of Taxes of Bucks County*, 422 Pa. 463, 223 A.2d 92 (1966)).

We will exercise independent judgment and will complete the appraisal assignment in accordance with sound appraisal techniques and in conformity with the Uniform Standards of Professional Appraisal Practice. Market value is cited in the Uniform Standards of Professional Appraisal Practice formulated by the Appraisal Standards Board of The Appraisal Foundation as:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) buyer and seller are typically motivated;
- (2) both parties are well informed or well advised, and acting in what they consider their best interests;
- (3) a reasonable time is allowed for exposure in the open market;
- (4) payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
- (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition was developed by the Ad Hoc Committee on Uniform Standards of The Appraisal Foundation on April 27, 1987; and was approved and adopted by the Appraisal Standards Board of The Appraisal Foundation on January 30, 1989.

The definition also appears in Advisory Opinion 22 (AO-22) of the 2020-2021 edition of USPAP on Page 118. This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and the *Interagency Appraisal and Evaluation Guidelines*, dated October 27, 1994.

As indicated on Page 58 of the 14th Edition of the *Appraisal of Real Estate* (published in 2013); on Page 24 of the 13th Edition of the *Appraisal of Real Estate* (published in 2008) and on Page 24 of the 12th Edition of the *Appraisal of Real Estate* (published in 2001), the Appraisal Institute in 1993 adopted the following definition of market value, which was developed by the Appraisal Institute Special Task Force on Value Definitions to clarify distinctions among market value, disposition value, and liquidation value. Market value, as defined by the Task Force, is:

The most probable price which a specified interest in real property is likely to bring under all the following conditions:

- (1) Consummation of a sale occurs as of a specified date.
- (2) An open and competitive market exists for the property interest appraised.
- (3) The buyer and seller are each acting prudently and knowledgeably.
- (4) The price is not affected by undue stimulus.
- (5) The buyer and seller are typically motivated.
- (6) Both parties are acting in what they consider their best interest.
- (7) Marketing efforts were adequate and a reasonable time was allowed for exposure in the open market.
- (8) Payment was made in cash in U.S. dollars or in terms of financial arrangements comparable thereto.
- (9) The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Page 48 of the 15th Edition of the *Appraisal of Real Estate* (published in 2020) cites the following definition of market value:

The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress.

We have utilized the definition of market value contained in the 15th Edition of the *Appraisal of Real Estate* as the controlling definition of market value in this assignment, although the other definitions of market value referenced above are consistent with the definition upon which we have placed the greatest emphasis.

Market value is not solely predicated upon the utility of a property to its current owner and/or occupant, or solely upon the nature of the current use or occupancy; instead, market value considers the property viewed with reference to all of the uses and occupancies to which it is reasonably adaptable on the date of valuation.

To complete this engagement in a timely fashion, we will require physical access to the property to complete our inspection; the opportunity to speak to someone knowledgeable about the physical and operational characteristics of the property; and copies of the following data:

- Site plan.
- Two years of real estate tax bills for each tax parcel owned.
- Deeds, easement agreements, right of way agreements, and other documents affecting the nature of the title to the property.
- Lease abstracts, if the property is tenant occupied.
- The two most recent years of rental income data for the property, if the property is tenant occupied.
- The two most recent years of expense data associated with occupancy of the real estate whether tenant occupied or owner occupied.
- The two most recent years of capital improvement data.

We propose to complete this assignment in two phases. The first phase of the assignment will consist of an inspection of the subject property; collection and analysis of factual data; the consideration of the applicable approaches to value; and the development and communication of a summary appraisal report explaining our analysis and conclusions.

For the first phase of the assignment, we propose a fee of \$2,000, including all out-of-pocket expenses. We propose that our fee for the first phase of the assignment be payable according to the following schedule:

- Upon execution of this contract: \$0
- Upon inspection of the premises: \$1,000
- Upon completion of our field work: \$0
- Upon delivery of the completed report: \$1,000

The second phase of this assignment will begin only upon your specific authorization. The second phase of the assignment will only be necessary if the subject property assessment is involved in proceedings before the Northampton County Court of Common Pleas. In the second phase of the assignment, the summary appraisal report prepared during the first phase of the assignment will be expanded to a self-contained report suitable for testimony before the Northampton County Court of Common Pleas.

For the second phase of the assignment, we propose a fee of \$6,000. Throughout the second phase of the assignment, all travel, copying, telephone calls and other out-of-pocket expenses will be invoiced at cost. All meetings and expert court testimony, if applicable, will be invoiced at our prevailing per diem rate in addition to all expenses associated therewith. We propose that our fee for the second phase of the assignment be payable according to the following schedule:

- Upon your authorization of the second phase: \$3,000
- Upon inspection of the premises: \$0
- Upon completion of our field work: \$0
- Upon delivery of the completed report: \$3,000

We will provide you with 3 copies of the completed report for each assignment phase and the copies will be delivered to you within 90 days of our receipt of your written authorization to proceed with each phase and our receipt of the factual information listed above. Payment is due and payable upon delivery of our invoice. In the event payment is not received within 10 days of delivery of our invoice, we will include a service charge compounded at the rate of 1% per month on the unpaid balance. Our Tax Identification Number is 23-2569022.

The Financial Services Modernization Act of 1999, known as the Gramm-Leach-Bliley Act, has been interpreted to include real estate appraisers as financial institutions in certain instances. Accordingly, it is necessary for us to disclose our policies and practices regarding nonpublic personal and financial information. While we may be provided with or we may collect various personal information or various financial information in the course of providing appraisal services, we treat this information as confidential. We do not share, sell, publish, refer, communicate, transfer or disclose any information about our customers or clients to any related entities of Coyle, Lynch & Company or to any unrelated entities of Coyle, Lynch & Company.

Our report will be completed subject to the general assumptions and limiting conditions to be included in the transmittal of the completed report which will state among other things that:

Plans and specifications for the facility were referenced as a guide for the factual description of the improvements in support of the personal inspection of the premises.

Information, estimates, and data are obtained from sources considered reliable, and will be assumed true and correct.

Possession of the report does not carry with it the right of publication nor will any part of the report be disseminated to the public without our prior approval.

The report is to be used in whole and not in part and no part of it shall be used in conjunction with any other appraisal.

No responsibility is assumed for matters which are of a technical, engineering, or legal nature.

Good title will be assumed, and management is assumed to be competent.

Unless disclosed to us and stated and considered in the body of the report, our value estimate is based on the premise that the subject is free of hazardous or potentially hazardous substances; or if affected by hazardous or potentially hazardous substances those substances have been or will be removed by the current owner, and an approved cleanup plan has resulted or will result in a correction of the deficiencies.

Sketches in the report were included to assist the reader in visualizing the property.

No survey of the property was made by the appraiser.

The report will represent the independent opinion of the appraiser with the sole compensation being a professional fee.

Each appraiser signing the reports will certify to the best of his knowledge and belief that:

The statements of fact contained in the report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are the appraiser's professional analyses, opinions, and conclusions.

The appraiser has no present or prospective interest in the subject, and has no personal interest or bias with respect to the parties involved.

Compensation is not contingent upon any action or event resulting from the analyses, opinions, or conclusions in, or use of this report.

The reported analyses, opinions, and conclusions were developed, and this report has

been prepared, in conformity with the requirements of the Appraisal Institute's Code of Professional Ethics and Standards of Professional Appraisal Practice, which include the Uniform Standards of Professional Appraisal Practice.

The use of the report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives if signed by a Member of the Appraisal Institute.

The designated appraiser signing the report is certified under the continuing education program of the Appraisal Institute.

A personal inspection of the subject has been made and the analysis and opinions in the report have been formed by the appraiser signing the report. Anyone other than the appraiser signing the report who assists in the calculation and processing of data used in the report is acknowledged.

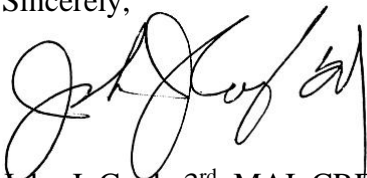
The acceptance of this assignment was not conditioned upon our reporting a specific (dictated) value; nor was the acceptance of the assignment conditioned upon our concluding a requested minimum value or maximum value; nor was the acceptance of the assignment predicated in any way upon the approval, extension, or modification of an existing or pending loan for which the subject real estate is or may be pledged as collateral.

As part of the property inspection it is not possible to personally observe conditions beneath the soil, hidden structural components, and mechanical components within the walls and under the floors of the improvements. Unless specifically identified to the contrary in the body of the report, all mechanical components are assumed to be in operating condition and commensurate with the condition of the balance of the improvements.

Our report will be prepared for your exclusive use, and possession of the report by another party not related to this assignment does not obligate us to present testimony concerning the information, analysis, or conclusions contained in the report without our prior consent. The information, analysis, conclusions contained in our report may not be used by or relied upon by any other party in whole or in part without our prior consent, and you are not authorized to provide our original report or copies of our report to any other party in whole or in part without our prior consent.

If this agreement is acceptable, please sign and return one copy to us.

Sincerely,

A handwritten signature in black ink, appearing to read "John J. Coyle 3rd". The signature is fluid and cursive, with the first name "John" being the most prominent.

John J. Coyle 3rd, MAI, CRE

President

PA Certified General Real Estate Appraiser #GA-397L

Accepted: _____

Date: _____

22-865 PROPOSAL – 1850 FRIEDENSVILLE ROAD

Ω

PROFESSIONAL PROFILE

JOHN J. COYLE 3RD, MAI, CRE

PRESENT POSITION:

President and Director of the Regional Valuation Department of Coyle, Lynch & Company; Vice President of Coyle Real Estate Company; Director of Real Estate Valuation of Corporate Valuation Advisors; and Vice President of Delaware Valley Realty Advisors, Inc.

Mr. Coyle is a co-director of, co-manager of, and partial owner of the Henderson Group, Inc. The Henderson Group developed, owns, and manages 2,600,000 square feet of industrial, office, and retail properties in 48 buildings in 5 communities in the western Philadelphia, PA (Delaware County) suburbs, and 600,000 square feet of industrial and office space in 11 buildings in Melbourne, FL (Brevard County).

CERTIFICATION:

Mr. Coyle is a licensed Real Estate Broker (RM-024731-A) in the Commonwealth of Pennsylvania since 1972; and a Certified General Real Estate Appraiser in the Commonwealth of Pennsylvania (#GA-397L) since the enactment of the Real Estate Appraisers Certification Act No. 98 of 1990; in the State of New Jersey (#RG-1630); in the State of Delaware (#X10000145); in the State of New York (#46000018883); in the State of Texas (#TX-1335204-G); in the Commonwealth of Virginia

(#4001017681); and the State of Colorado (#CG.200001538). In recent years, Mr. Coyle has also received reciprocal practice certificates in Rhode Island, Tennessee, Connecticut, Maryland, North Carolina, Oklahoma, California, Georgia, Florida, and New Hampshire. Mr. Coyle has met the current continuing educational requirements in each state in which he is certified and for each professional organization of which he is a member.

PAST EXPERIENCE:

Mr. Coyle's previous positions include Vice President of Strategis Asset Valuation & Management Company (formerly Realty Appraisals Company); President of Northland Appraisal Company; and Staff Appraiser for Jackson Cross Company.

PROFESSIONAL SOCIETIES:

Mr. Coyle is an MAI member and an SRA member of the Appraisal Institute (the merged entity of the former American Institute of Real Estate Appraisers and the former Society of Real Estate Appraisers), a CRE member of the Counselors of Real Estate, and a Hoyt Fellow of the Homer Hoyt Institute for Advanced Studies. Mr. Coyle is also a Realtor Member of the Delaware Valley Association of Realtors, and past President and Director of the Delaware County Association of Realtors and the Philadelphia Chapter of the Society of Real Estate Appraisers; served as District Governor of the Society of Real Estate Appraisers; and served on the national Board of Directors of the Appraisal Institute. Mr. Coyle presently serves as a Director of the Delaware County Industrial Development Authority.

PROPERTY TYPES EVALUATED: Since 1972, Mr. Coyle has applied his expertise to a wide range of valuation problems. Property types appraised include improved real and personal property assets in the broad classifications of industrial, residential, institutional, commercial, agricultural, and special purpose properties, and a diverse array of undeveloped acreage and developed land. Improved industrial facilities appraised include light, medium, and heavy duty manufacturing plants; laboratory facilities; petroleum refineries; petroleum storage facilities; breweries; processing plants; chemical plants; pilot plants; warehouses; flex buildings; research and development facilities; transportation terminals; food processing plants; landfills; quarries; power generating facilities; and waterfront terminal

facilities. Improved residential property types appraised include single family dwellings; garden, mid-rise, and high rise apartment buildings; congregate care facilities; nursing homes; and continuing care retirement communities. Improved institutional properties appraised include hospitals; colleges; schools; churches; and parsonages. Improved commercial property types appraised include regional shopping malls; regional, community and neighborhood shopping centers; hotels and motels; office buildings; service stations; operations centers; car washes; convenience stores; golf courses; marinas; mobile home parks; and department stores. Improved agricultural properties appraised include farms; fisheries; orchards; ranches; and commercially operated agribusiness facilities. Special purpose properties appraised include railroad rights of way; natural resource tracts consisting of timberlands; water rights; and peat, coal, and limestone reserves; amusement parks; cemeteries; restaurants; bowling alleys; parking garages; pipelines; water distribution systems; sewage treatment plants; and various forms of environmentally challenged properties. Property interests appraised include fee simple estates, leasehold estates, reversionary interests, life estates, leased fee estates, air rights, subsurface rights, and easements, including conservation easements.

EDUCATION:

Mr. Coyle is a graduate of The American University with an MS in Real Estate and Urban Development Planning; and a graduate of Saint Joseph's University with a BS in Business Administration. He has also completed coursework in valuation and related topics presented by the Appraisal Institute, the Society of Office and Industrial Realtors, the American Society of Appraisers, the Center for Business Intelligence, the RS Means Company, the Colorado School of Mines; and the Massachusetts Institute of Technology.

SCOPE OF ASSIGNMENTS:

Mr. Coyle has participated in appraisal and consulting assignments in 51 of the 67 counties in Pennsylvania, each of the 3 counties in Delaware, 20 of the 21 counties in New Jersey, and 33 of the 57 counties in New York. He has worked in 38 of the continental United States for private individuals, corporations, governmental agencies, law firms, and lending institutions in connection with the sale and acquisition of real estate; corporate dissolutions; mortgage

financing; ad valorem, income, and estate tax litigation; bankruptcy proceedings; security offerings; condemnation matters; risk control issues; and portfolio management assignments.

EXPERT TESTIMONY:

Mr. Coyle has been qualified as an expert in the valuation of real and/or personal property in the Court of Common Pleas in 28 of the 67 counties in the Commonwealth of Pennsylvania; in the United States District Court for the Eastern District of Pennsylvania; in the Supreme Court of the State of New York; in the Tax Court of the State of New Jersey; in the Chancery Court of the State of Delaware; and in various quasi-judicial proceedings before boards and panels throughout the geographic area he has served.

COYLE, LYNCH & COMPANY

VALUATION ADVISORY SERVICES

112 CHESLEY DRIVE

SUITE 250, HAMPTON BUILDING

MEDIA, PENNSYLVANIA 19063-0040

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JOHN J. COYLE 3RD, MAI, CRE + O ♦ • □ Δ

JOHN ANTHONY EGAN, MAI, SRA +

H. MICHAEL McDEVITT, MAI + O ± □

JOHN J. COYLE 4TH, JD, MAI + ♦

BRIAN WILBUR COYLE, MAI + O

MACK E. WELLER +

MICHAEL J. McCLOSKEY, JR., MAI, USMC

OF COUNSEL

(1972 – 2008)

+ PA CERTIFIED GENERAL REAL ESTATE APPRAISER

O NJ CERTIFIED GENERAL REAL ESTATE APPRAISER

♦ DE CERTIFIED GENERAL REAL ESTATE APPRAISER

• NY CERTIFIED GENERAL REAL ESTATE APPRAISER

± MD CERTIFIED GENERAL REAL ESTATE APPRAISER

Δ TX CERTIFIED GENERAL REAL ESTATE APPRAISER

□ VA CERTIFIED GENERAL REAL ESTATE APPRAISER

January 7, 2023

Saucon Valley School District
c/o David H. Comer, Esquire
Fox Rothschild, LLP
980 Jolly Road, Suite 110
P.O. Box 3001
Blue Bell, PA 19422-3001
dcomer@foxrothschild.com

RE: LAND AND IMPROVEMENTS COMPRISING
THE TAXABLE REAL ESTATE OF THE
SAUCON MANOR FACILITY LOCATED AT
650 NORTHAMPTON STREET
LOWER SAUCON TOWNSHIP, NORTHAMPTON COUNTY
HELLERTOWN, PENNSYLVANIA 18055
TAX PARCEL NO. Q7SW2D 9 2A 0715;
TAX PARCEL NO. Q7SW2D 9 1 0715; AND
CLC JOB NO. 23-001

Dave:

We propose to appraise the captioned property to estimate its market value as of January 1, 2023. We will inspect the subject property, and gather and evaluate data to process the applicable approaches to value. We will develop a complete analysis of the subject property, and we will communicate our findings in two phases.

The first phase of the assignment will consist of the development and communication of a restricted use summary appraisal report explaining our findings and conclusions. If authorized to complete additional work, the second phase of the assignment will consist of

the development and communication of a self-contained appraisal report detailing the data and rationale supporting our findings and conclusions.

This proposal expires on March 1, 2023 unless executed and returned to our office by March 1, 2023.

“Actual value” is the basis for the assessment of taxable real estate in all counties in the Commonwealth of Pennsylvania. In numerous cases (including *Baldwin Lima Hamilton Corp.*, 412 Pa. 299, 194 A.2d 434 (1963); (*Buhl Foundation v. Board of Property Assessment, Appeals and Review of Allegheny County*, 407 Pa. 567, 180 A.2d 900 (1962)) “actual value” has been equated to “market value”.

“Market value” has been defined by the Pennsylvania State Supreme Court as “the price in a competitive market a purchaser, willing but not obligated to buy, would pay an owner, willing but not obligated to sell, taking into consideration all the legal uses to which the property can be adapted and might reasonably be applied.” (*Buhl Foundation v. Board of Property Assessment, Appeals and Review of Allegheny County*, 407 Pa. 567, 180 A.2d 900 (1962); *U.S. Steel Corp. v. Board of Assessment and Revision of Taxes of Bucks County*, 422 Pa. 463, 223 A.2d 92 (1966)).

We will exercise independent judgment and will complete the appraisal assignment in accordance with sound appraisal techniques and in conformity with the Uniform Standards of Professional Appraisal Practice. Market value is cited in the Uniform Standards of Professional Appraisal Practice formulated by the Appraisal Standards Board of The Appraisal Foundation as:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) buyer and seller are typically motivated;
- (2) both parties are well informed or well advised, and acting in what they consider their best interests;
- (3) a reasonable time is allowed for exposure in the open market;
- (4) payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
- (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition was developed by the Ad Hoc Committee on Uniform Standards of The Appraisal Foundation on April 27, 1987; and was approved and adopted by the Appraisal Standards Board of The Appraisal Foundation on January 30, 1989.

The definition also appears in Advisory Opinion 22 (AO-22) of the 2020-2021 edition of USPAP on Page 118. This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and the *Interagency Appraisal and Evaluation Guidelines*, dated October 27, 1994.

As indicated on Page 58 of the 14th Edition of the *Appraisal of Real Estate* (published in 2013); on Page 24 of the 13th Edition of the *Appraisal of Real Estate* (published in 2008) and on Page 24 of the 12th Edition of the *Appraisal of Real Estate* (published in 2001), the Appraisal Institute in 1993 adopted the following definition of market value, which was developed by the Appraisal Institute Special Task Force on Value Definitions to clarify distinctions among market value, disposition value, and liquidation value. Market value, as defined by the Task Force, is:

The most probable price which a specified interest in real property is likely to bring under all the following conditions:

- (1) Consummation of a sale occurs as of a specified date.
- (2) An open and competitive market exists for the property interest appraised.
- (3) The buyer and seller are each acting prudently and knowledgeably.
- (4) The price is not affected by undue stimulus.
- (5) The buyer and seller are typically motivated.
- (6) Both parties are acting in what they consider their best interest.
- (7) Marketing efforts were adequate and a reasonable time was allowed for exposure in the open market.
- (8) Payment was made in cash in U.S. dollars or in terms of financial arrangements comparable thereto.
- (9) The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Page 48 of the 15th Edition of the *Appraisal of Real Estate* (published in 2020) cites the following definition of market value:

The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress.

We have utilized the definition of market value contained in the 15th Edition of the *Appraisal of Real Estate* as the controlling definition of market value in this assignment, although the other definitions of market value referenced above are consistent with the definition upon which we have placed the greatest emphasis.

Market value is not solely predicated upon the utility of a property to its current owner and/or occupant, or solely upon the nature of the current use or occupancy; instead, market value considers the property viewed with reference to all of the uses and occupancies to which it is reasonably adaptable on the date of valuation.

To complete this engagement in a timely fashion, we will require physical access to the property to complete our inspection; the opportunity to speak to someone knowledgeable about the physical and operational characteristics of the property; and copies of the following data:

- Site plan.
- Survey, if available.
- Legal description of each parcel.
- Building floorplans and building elevation plans.
- Factory Mutual or other insurance risk plans, if available.
- Two years of real estate tax bills for each tax parcel owned.
- Deeds, easement agreements, right of way agreements, and other documents affecting the nature of the title to the property.
- Lease abstracts, if the property is tenant occupied.
- The two most recent years of rental income data for the property, if the property is tenant occupied.
- The two most recent years of expense data associated with occupancy of the real estate whether tenant occupied or owner occupied.
- The two most recent years of capital improvement data.

We propose to complete this assignment in two phases. The first phase of the assignment will consist of an inspection of the subject property; collection and analysis of factual data; the consideration of the applicable approaches to value; and the development and communication of a summary appraisal report explaining our analysis and conclusions.

For the first phase of the assignment, we propose a fee of \$3,500, including all out-of-pocket expenses. We propose that our fee for the first phase of the assignment be payable according to the following schedule:

- Upon execution of this contract: \$0
- Upon inspection of the premises: \$1,500
- Upon completion of our field work: \$0
- Upon delivery of the completed report: \$2,000

The second phase of this assignment will begin only upon your specific authorization. The second phase of the assignment will only be necessary if the subject property assessment is involved in proceedings before the Northampton County Court of Common Pleas. In the second phase of the assignment, the summary appraisal report prepared during the first phase of the assignment will be expanded to a self-contained report suitable for testimony before the Northampton County Court of Common Pleas.

For the second phase of the assignment, we propose a fee of \$7,000. Throughout the second phase of the assignment, all travel, copying, telephone calls and other out-of-pocket expenses will be invoiced at cost. All meetings and expert court testimony, if applicable, will be invoiced at our prevailing per diem rate in addition to all expenses associated therewith. We propose that our fee for the second phase of the assignment be payable according to the following schedule:

- Upon your authorization of the second phase: \$3,500
- Upon inspection of the premises: \$0
- Upon completion of our field work: \$0
- Upon delivery of the completed report: \$3,500

We will provide you with 3 copies of the completed report for each assignment phase and the copies will be delivered to you within 90 days of our receipt of your written authorization to proceed with each phase and our receipt of the factual information listed above. Payment is due and payable upon delivery of our invoice. In the event payment is not received within 10 days of delivery of our invoice, we will include a service charge compounded at the rate of 1% per month on the unpaid balance. Our Tax Identification Number is 23-2569022.

The Financial Services Modernization Act of 1999, known as the Gramm-Leach-Bliley Act, has been interpreted to include real estate appraisers as financial institutions in certain instances. Accordingly, it is necessary for us to disclose our policies and practices regarding nonpublic personal and financial information. While we may be provided with or we may collect various personal information or various financial information in the course of providing appraisal services, we treat this information as confidential. We do not share, sell, publish, refer, communicate, transfer or disclose any information about our customers or clients to any related entities of Coyle, Lynch & Company or to any unrelated entities of Coyle, Lynch & Company.

Our report will be completed subject to the general assumptions and limiting conditions to be included in the transmittal of the completed report which will state among other things that:

Plans and specifications for the facility were referenced as a guide for the factual description of the improvements in support of the personal inspection of the premises.

Information, estimates, and data are obtained from sources considered reliable, and will be assumed true and correct.

Possession of the report does not carry with it the right of publication nor will any part of the report be disseminated to the public without our prior approval.

The report is to be used in whole and not in part and no part of it shall be used in conjunction with any other appraisal.

No responsibility is assumed for matters which are of a technical, engineering, or legal nature.

Good title will be assumed, and management is assumed to be competent.

Unless disclosed to us and stated and considered in the body of the report, our value estimate is based on the premise that the subject is free of hazardous or potentially hazardous substances; or if affected by hazardous or potentially hazardous substances those substances have been or will be removed by the current owner, and an approved cleanup plan has resulted or will result in a correction of the deficiencies.

Sketches in the report were included to assist the reader in visualizing the property.

No survey of the property was made by the appraiser.

The report will represent the independent opinion of the appraiser with the sole compensation being a professional fee.

Each appraiser signing the reports will certify to the best of his knowledge and belief that:

The statements of fact contained in the report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are the appraiser's professional analyses, opinions, and conclusions.

The appraiser has no present or prospective interest in the subject, and has no personal interest or bias with respect to the parties involved.

Compensation is not contingent upon any action or event resulting from the analyses, opinions, or conclusions in, or use of this report.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Appraisal Institute's Code of Professional Ethics and Standards of Professional Appraisal Practice, which include the Uniform Standards of Professional Appraisal Practice.

The use of the report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives if signed by a Member of the Appraisal Institute.

The designated appraiser signing the report is certified under the continuing education program of the Appraisal Institute.

A personal inspection of the subject has been made and the analysis and opinions in the report have been formed by the appraiser signing the report. Anyone other than the appraiser signing the report who assists in the calculation and processing of data used in the report is acknowledged.

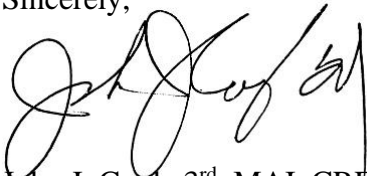
The acceptance of this assignment was not conditioned upon our reporting a specific (dictated) value; nor was the acceptance of the assignment conditioned upon our concluding a requested minimum value or maximum value; nor was the acceptance of the assignment predicated in any way upon the approval, extension, or modification of an existing or pending loan for which the subject real estate is or may be pledged as collateral.

As part of the property inspection it is not possible to personally observe conditions beneath the soil, hidden structural components, and mechanical components within the walls and under the floors of the improvements. Unless specifically identified to the contrary in the body of the report, all mechanical components are assumed to be in operating condition and commensurate with the condition of the balance of the improvements.

Our report will be prepared for your exclusive use, and possession of the report by another party not related to this assignment does not obligate us to present testimony concerning the information, analysis, or conclusions contained in the report without our prior consent. The information, analysis, conclusions contained in our report may not be used by or relied upon by any other party in whole or in part without our prior consent, and you are not authorized to provide our original report or copies of our report to any other party in whole or in part without our prior consent.

If this agreement is acceptable, please sign and return one copy to us.

Sincerely,



John J. Coyle 3rd, MAI, CRE

President

PA Certified General Real Estate Appraiser #GA-397L

Accepted: _____

Date: _____

23-001 PROPOSAL – SAUCON MANOR

Ω

PROFESSIONAL PROFILE

JOHN J. COYLE 3RD, MAI, CRE

PRESENT POSITION:

President and Director of the Regional Valuation Department of Coyle, Lynch & Company; Vice President of Coyle Real Estate Company; Director of Real Estate Valuation of Corporate Valuation Advisors; and Vice President of Delaware Valley Realty Advisors, Inc.

Mr. Coyle is a co-director of, co-manager of, and partial owner of the Henderson Group, Inc. The Henderson Group developed, owns, and manages 2,600,000 square feet of industrial, office, and retail properties in 48 buildings in 5 communities in the western Philadelphia, PA (Delaware County) suburbs, and 600,000 square feet of industrial and office space in 11 buildings in Melbourne, FL (Brevard County).

CERTIFICATION:

Mr. Coyle is a licensed Real Estate Broker (RM-024731-A) in the Commonwealth of Pennsylvania since 1972; and a Certified General Real Estate Appraiser in the Commonwealth of Pennsylvania (#GA-397L) since the enactment of the Real Estate Appraisers Certification Act No. 98 of 1990; in the State of New Jersey (#RG-1630); in the State of Delaware (#X10000145); in the State of New York (#46000018883); in the State of Texas (#TX-1335204-G); in the Commonwealth of Virginia

(#4001017681); and the State of Colorado (#CG.200001538). In recent years, Mr. Coyle has also received reciprocal practice certificates in Rhode Island, Tennessee, Connecticut, Maryland, North Carolina, Oklahoma, California, Georgia, Florida, and New Hampshire. Mr. Coyle has met the current continuing educational requirements in each state in which he is certified and for each professional organization of which he is a member.

PAST EXPERIENCE:

Mr. Coyle's previous positions include Vice President of Strategis Asset Valuation & Management Company (formerly Realty Appraisals Company); President of Northland Appraisal Company; and Staff Appraiser for Jackson Cross Company.

PROFESSIONAL SOCIETIES:

Mr. Coyle is an MAI member and an SRA member of the Appraisal Institute (the merged entity of the former American Institute of Real Estate Appraisers and the former Society of Real Estate Appraisers), a CRE member of the Counselors of Real Estate, and a Hoyt Fellow of the Homer Hoyt Institute for Advanced Studies. Mr. Coyle is also a Realtor Member of the Delaware Valley Association of Realtors, and past President and Director of the Delaware County Association of Realtors and the Philadelphia Chapter of the Society of Real Estate Appraisers; served as District Governor of the Society of Real Estate Appraisers; and served on the national Board of Directors of the Appraisal Institute. Mr. Coyle presently serves as a Director of the Delaware County Industrial Development Authority.

PROPERTY TYPES EVALUATED: Since 1972, Mr. Coyle has applied his expertise to a wide range of valuation problems. Property types appraised include improved real and personal property assets in the broad classifications of industrial, residential, institutional, commercial, agricultural, and special purpose properties, and a diverse array of undeveloped acreage and developed land. Improved industrial facilities appraised include light, medium, and heavy duty manufacturing plants; laboratory facilities; petroleum refineries; petroleum storage facilities; breweries; processing plants; chemical plants; pilot plants; warehouses; flex buildings; research and development facilities; transportation terminals; food processing plants; landfills; quarries; power generating facilities; and waterfront terminal

facilities. Improved residential property types appraised include single family dwellings; garden, mid-rise, and high rise apartment buildings; congregate care facilities; nursing homes; and continuing care retirement communities. Improved institutional properties appraised include hospitals; colleges; schools; churches; and parsonages. Improved commercial property types appraised include regional shopping malls; regional, community and neighborhood shopping centers; hotels and motels; office buildings; service stations; operations centers; car washes; convenience stores; golf courses; marinas; mobile home parks; and department stores. Improved agricultural properties appraised include farms; fisheries; orchards; ranches; and commercially operated agribusiness facilities. Special purpose properties appraised include railroad rights of way; natural resource tracts consisting of timberlands; water rights; and peat, coal, and limestone reserves; amusement parks; cemeteries; restaurants; bowling alleys; parking garages; pipelines; water distribution systems; sewage treatment plants; and various forms of environmentally challenged properties. Property interests appraised include fee simple estates, leasehold estates, reversionary interests, life estates, leased fee estates, air rights, subsurface rights, and easements, including conservation easements.

EDUCATION:

Mr. Coyle is a graduate of The American University with an MS in Real Estate and Urban Development Planning; and a graduate of Saint Joseph's University with a BS in Business Administration. He has also completed coursework in valuation and related topics presented by the Appraisal Institute, the Society of Office and Industrial Realtors, the American Society of Appraisers, the Center for Business Intelligence, the RS Means Company, the Colorado School of Mines; and the Massachusetts Institute of Technology.

SCOPE OF ASSIGNMENTS:

Mr. Coyle has participated in appraisal and consulting assignments in 51 of the 67 counties in Pennsylvania, each of the 3 counties in Delaware, 20 of the 21 counties in New Jersey, and 33 of the 57 counties in New York. He has worked in 38 of the continental United States for private individuals, corporations, governmental agencies, law firms, and lending institutions in connection with the sale and acquisition of real estate; corporate dissolutions; mortgage

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Mr. Coyle has been qualified as an expert in the valuation of real and/or personal property in the Court of Common Pleas in 28 of the 67 counties in the Commonwealth of Pennsylvania; in the United States District Court for the Eastern District of Pennsylvania; in the Supreme Court of the State of New York; in the Tax Court of the State of New Jersey; in the Chancery Court of the State of Delaware; and in various quasi-judicial proceedings before boards and panels throughout the geographic area he has served.

AGREEMENT

AND NOW, Agreement is made on the date set forth below by and between SAUCON VALLEY SCHOOL DISTRICT, with administrative offices located at 2097 Polk Valley Road, Hellertown, PA 18055, (hereinafter “the School District”) and LAKESIDE YOUTH SERVICE, with administrative offices located at 1350 Welsh Road, Suite 400, North Wales, PA 19454, (hereinafter “Lakeside”), a 501(c)(3) non-profit organization whose nature of business is alternative education for at-risk youth and families as follows:

Recitals

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

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

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

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

1.0 Lakeside’s Responsibilities

1.01. Reservation of Slots.

- (A) Lakeside shall reserve zero (0) general education and zero (0) special education slots for students referred by the School District to a school program of Lakeside, i.e. Lakeside School, Lakeside Girls Academy, Souderton Vantage Academy (not including the Elementary Program) and/or Upper Merion Vantage Academy (not including the E-Learning Program), for the 2022-2023 school year as delineated on the official 2022-2023 school calendar and daily schedule of the program of Lakeside to which students are referred.
- (B) In the event that additional general and/or special education slots are available in a school program of Lakeside, i.e. Lakeside School, Lakeside Girls Academy, Souderton Vantage Academy (not including the Elementary Program) and/or Upper Merion Vantage Academy (not including the E-Learning Program), after the execution of this Agreement, those slots shall be available to all participating school districts on a “first come, first served” basis.
- (C) Education slots are contracted solely between the parties and are not transferable to any other entity.
- (D) For purposes of definition, an “education slot” shall be equal to one hundred eighty (180) days of educational services. There shall be no accrual of educational days if the total number of education slots purchased is not utilized during any period within the school year.

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

- 1.03. **Provision of Educational Services.** Lakeside shall admit students referred by the School District in consideration of the students' needs and the ability of Lakeside to meet those identified needs as assessed during the referral and enrollment process. Lakeside shall provide at its sole cost and expense and through its own employees and/or contractors, all of the educational services required for each student covered by this Agreement. Should a student require auxiliary or related services not customarily provided by Lakeside, such as, but not limited to, Speech, Language, and /or Occupational Therapy, Reading Specialist or specialized reading program, or English to Speakers of Other Languages, the School District shall choose to provide or fund those services separately or affect a change of placement for the student. If at any time a student chooses not to pursue the goals and objectives set by the School District and Lakeside, Lakeside reserves the right to utilize its behavior management system in order to further engage the student in the program. If it is clearly documented that the student continues to not make progress, Lakeside shall have the right to suspend, expel or remand the student back to the School District. If the student is not removed from Lakeside by action of the School District within three (3) school days after notification, Lakeside shall have the right to charge and collect from the School District an amount calculated at twice the applicable rate for said student until the student is removed from Lakeside's program. Such action shall only be taken after thorough consultation with and notification of the appropriate liaison of the School District.
- 1.04. **Provision of In-School Counseling Services.** Lakeside shall provide the School District with the counseling services of zero (0) FTE Lakeside In-School Counselors for the 2022-2023 school year.
- 1.05. **Provision of Mobile Support Services.** Lakeside shall provide the School District with placement openings in Lakeside's Mobile Support Program on an as needed basis. The cost for placements in such openings shall be based on a monthly or hourly amount as agreed upon by the School District and Lakeside.
- 1.06. **Standards for Lakeside's Performance.**
- (A) **Professional and Skilled Services by Lakeside.** Lakeside shall provide all of the services subject to this Agreement in a professional and competent manner and in compliance with the Public School Code, the regulations of the State Board of Education, the standards of the Secretary of Education, the Individuals with Disabilities Education Act and the regulations promulgated pursuant to the Individuals with Disabilities Education Act as well as any other applicable laws and regulations, by and through an adequate number of employees or contractors who are properly trained, qualified and competent to provide the services required and to insure a safe educational environment free from abuse, harassment, intimidation or other unlawful or improper conduct.
- (B) **Clearances and Background Checks.** Lakeside certifies that every employee, agent and independent contractor that shall perform services for the School District under this Agreement has current Pennsylvania state and federal criminal history reports. Upon request by the School District, Lakeside shall provide criminal history reports to the School District and the School District may retain a copy of the reports pursuant to the Pennsylvania School Code, 24 P.S. §1-111. Such criminal history reports shall be no older than sixty (60) months old at any time during the term of this Agreement.

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

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

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

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

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

- 1.19. **Health Services.** Lakeside shall provide or work cooperatively with its host school districts to provide health services as prescribed under Article 14 of the School Code. At Lakeside School and Lakeside Girls Academy, this shall be done by providing a registered nurse on staff when school is in session.
- 1.20. **Academic Standards.** Lakeside shall maintain compliance with the academic standards prescribed under Chapter 4 of the regulations of the State Board of Education.
- 1.21. **Insurance.** Lakeside shall insure its officials, staff, volunteers, vehicles, and property in scope and amount satisfactory to the School District's insurance broker. Lakeside shall provide all legally required insurances, such as, by way of example and not limitation, workers' compensation. Copies of all required insurance policies shall be provided to the School District and Lakeside shall promptly advise the School District of any changes, cancellations or non-renewals of any required insurance.
- 1.22. **Notification of Governmental Inquiries of Investigations.** With respect to any student receiving services from Lakeside under this Agreement, Lakeside shall:
- (A) Promptly advise the School District in the event that any governmental or certifying agency conducts any investigation of any nature into the operations of Lakeside; and
 - (B) Advise the School District of the nature of the allegations of the complaint or investigation. This provision shall not be construed to require Lakeside to disclose any information that it is prohibited from disclosing under any confidentiality law.
- 1.23. **Transition of a Student to a Less Restrictive Educational Environment.** When, in the judgment of Lakeside and the School District, a student appears ready to transition to a placement less restrictive than the placement in a program of Lakeside, the criteria shall be reviewed in each such case. The School District and Lakeside agree that decisions regarding the educational program for each exceptional student shall be made in accordance with applicable law. Any dispute that may arise concerning an individual student's educational program shall be subject to resolution through special education due process procedures in accordance with state and federal law. Lakeside represents that it is familiar with those laws, including the stay put provisions of the law, and agrees that it shall comply with the stay put or pendent placement requirements of state and federal law.
- 1.24. **Nondiscrimination.** Lakeside shall abide by all federal and state laws prohibiting discrimination in admissions, employment, and operation on the basis of disability, race, creed, gender, national origin, religion, ancestry or need for special education services, subject to Lakeside's right to receive waivers from the same or Lakeside's rights of noncompliance as set forth in applicable legal standards.

2.0 School District's Responsibilities

- 2.01. **Identification of Referred Students.** The School District shall establish and maintain identification policies for referred students that comply with informal hearing procedures set forth in 22 Pennsylvania Code 12.8 (c). The School District herewith assures Lakeside that notice of such hearings shall precede placement of the identified students in Lakeside's program.
- 2.02. **Fees.**
- (A) **Educational Services (Slots).** Subject to the terms, conditions and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside a fee for each education slot covered by this Agreement in the amount of thirty-four thousand, three hundred twenty-five and 00/100 dollars (\$34,325.00) for each general education slot, and thirty-nine thousand, five hundred thirty-seven and 00/100 dollars (\$39,537.00) for each special education slot. Such educational service charges shall be invoiced separately and shall be paid by the School District as set forth below.

- (B) **Educational Services (Per Diem Placements).** Subject to the terms, conditions and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside a fee for each per diem placement covered by this Agreement in the amount of two hundred ninety-nine and 25/100 dollars (\$299.25) for each general education placement, three hundred fifty and 20/100 dollars (\$350.20) for each special education placement and four hundred one and 10/100 dollars (\$401.10) for each Souderton Vantage Academy Elementary Program placement. Such educational service charges shall be invoiced separately and shall be paid by the School District as set forth below.
- (C) **Educational Services (Act 316).** Pursuant to Act 316 of 1982 and subject to the terms, conditions, and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside a per diem fee of two hundred eighty-eight and 75/100 dollars (\$288.75) for each student placed in a school program of Lakeside, i.e. Lakeside School, Lakeside Girls Academy, Souderton Vantage Academy and/or Upper Merion Vantage Academy, by court order of a county's Juvenile Court. Such educational service charges shall be invoiced separately and shall be paid by the School District as set forth below.
- (D) **Supplemental Support Services.** Subject to the terms, conditions and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside a per diem fee of fifty-seven and 50/100 dollars (\$57.50) for each student receiving supplemental support services at Lakeside School. Supplemental support services are defined as a student's placement in a learning support or emotional support class as agreed upon by the School District and Lakeside. Such supplemental support service charges shall be invoiced separately and shall be paid by the School District as set forth below.
- (E) **In-School Counseling Services.** Subject to the terms, conditions and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside an annual fee for the services provided by a Lakeside In-School Counselor(s) covered by this Agreement in the amount of zero and 00/100 dollars (\$0.00). Such charges for In-School Counseling Services shall be invoiced separately and shall be paid by the School District as set forth below.
- (F) **Mobile Support Services.** Subject to the terms, conditions and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside a fee for each placement covered by this Agreement in the amount of two thousand, two hundred thirty-eight and 50/100 dollars (\$2,238.50) for Stage 1 (Daily Services), one thousand, eight hundred fifty-one and 25/100 dollars (\$1,851.25) for Stage 2 (Biweekly Services), one thousand, eighty-seven and 50/100 dollars (\$1,087.50) for Stage 3 (Weekly Services), six hundred fifty-two and 50/100 dollars (\$652.50) for Stage 4 (Monthly Services) or one hundred twenty-two and 50/100 dollars (\$122.50) for each hour of service provided. Such Mobile Support Service charges shall be invoiced separately and shall be paid by the School District as set forth below.
- (G) **Transportation Services.** The School District shall provide transportation services for students it places in a program of Lakeside. If the School District requests Lakeside to provide transportation services, the rate will be determined jointly by Lakeside and the School District. Such transportation service charges shall be invoiced separately and shall be paid by the School District as set forth below. Additionally, a fuel surcharge shall be added based on the average cost of fuel per gallon as reported by AAA on the first day of each month. The surcharge shall be two percent (2%) of the total monthly invoice for each zero and 50/100 dollar (\$0.50) per gallon increase in the cost of fuel over four and 00/100 dollars (\$4.00). For example:
- At \$4.01 - \$4.50 per gallon, 2% of the total monthly transportation invoice
 - At \$4.51 - \$5.00 per gallon, 4% of the total monthly transportation invoice
 - At \$5.01 - \$5.50 per gallon, 6% of the total monthly transportation invoice

- (H) **Total Cost.** The total cost for services covered by this Agreement, i.e. Educational Services (Slots) – paragraph 2.02 (A), In-School Counseling Services – paragraph 2.02 (E), and Transportation Services, if invoiced annually – paragraph 2.02 (G) shall be zero and 00/100 dollars (\$0.00).
 - (I) **Initial Deposit.** Upon execution of this Agreement, the School District shall pay an initial deposit in the amount of zero and 00/100 dollars (\$0.00).
 - (J) **Monthly Cost.** Each monthly invoice, September through June of the school year to which this Agreement pertains, shall be in the amount of zero and 00/100 dollars (\$0.00).
 - (K) **Invoices.** All charges for Educational, Supplemental Support, In-School Counseling, Mobile Support and Transportation Services shall be invoiced monthly. Any payments due under this Agreement shall be due forty-five (45) calendar days after receipt by the School District of a properly detailed invoice. Balances unpaid by the School District in excess of forty-five (45) calendar days shall be subject to a fee of five percent (5%). Balances unpaid by the School District in excess of seventy-five (75) calendar days shall be subject to a fee of eight percent (8%). Balances unpaid by the School District in excess of ninety-five (95) calendar days shall be subject to a fee of ten percent (10%). Unpaid balance fees may be waived by the mutual agreement of Lakeside and the School District. In the event Lakeside undertakes any action to enforce any of its rights under this Agreement, including without limitation any action for payment of any invoice, the School District is responsible to pay Lakeside's attorney's fees and costs related to the enforcement of Lakeside's rights in addition to the underlying obligation of the School District.
- 2.03. **Student Enrollment.** In cooperation with Lakeside, the School District shall establish a student's date of enrollment and date of discharge from a program of Lakeside. Unless agreed upon mutually, a student's date of discharge may not be made retroactive to a student's final date of enrollment as recorded by Lakeside. The School District shall be responsible for all invoiced charges incurred from a student's date of enrollment through and including a student's date of discharge from a program of Lakeside that shall include school days a student is present and school days a student is absent for any reason.
- 2.04. **Cooperation with Lakeside.** The School District shall cooperate with Lakeside and shall collaborate on topics and interventions related to the educational program being provided to each student.
- 2.05. **Non-Solicitation of Lakeside Staff.** The School District hereby acknowledges that Lakeside spends significant resources recruiting qualified and credentialed In-School Counselors and provides them with extensive training and in-servicing. Accordingly, the School District agrees that it shall not directly or indirectly solicit nor hire a Lakeside In-School Counselor serving the School District within a period of sixty (60) days from the In-School Counselor's termination of employment from Lakeside. In violation of the preceding sentence, it would be impractical and extremely difficult to anticipate or determine Lakeside's actual damages in the event of such a breach. Therefore, as Lakeside's exclusive monetary remedy for any such breach by the School District, the School District shall pay to Lakeside an amount calculated as ten percent (10%) of the annual cost to the School District for the Lakeside In-School Counselor's services according to this Agreement as liquidated damages in the event of a breach, which amount the parties agree is not a penalty. The provisions of this paragraph may be waived by the mutual written agreement of Lakeside and the School District.

3.0 General Terms and Conditions

- 3.01. **Independent Contractor Status of Lakeside.** In fulfilling its obligations under this Agreement, Lakeside shall be an independent contractor for all purposes and not an employee or agent of the School District. Lakeside hereby certifies that it is a private, independent corporation that shall exercise the discretion and judgment of an independent contractor in the performance and exercise of its rights and obligations under this Agreement. Lakeside shall use its own judgment in determining the method, means and manner of performing this Agreement and shall be responsible for the proper performance of this Agreement in accordance with all applicable federal, state and municipal laws, regulations and orders. By this Agreement, Lakeside intends to be an independent contractor in relationship to the School District. Consequently, neither Lakeside nor any employee, volunteer, contractor or agent of Lakeside shall be considered an employee, volunteer, contractor or agent of the School District at any time, under any circumstances, for any purpose. Neither the School District nor Lakeside is the agent of the other, nor shall have the right to bind the other by contract, or otherwise, except as specifically set forth in this Agreement.
- 3.02. **Non-sectarian Use of Funds.** Lakeside warrants that the monies received under this Agreement shall not be used for, or to advance, sectarian purposes.
- 3.03. **Indemnity.** Lakeside shall indemnify, hold harmless and defend the School District, its board members, officials, employees, volunteers, agents and attorneys from any and all claims, complaints, demands, costs, suits, actions, penalties, withheld subsidy, and costs (including, by way of example and not limitation, attorney's fees and litigation costs and expenses) with respect to or arising out of Lakeside's operations, any activity under the control or sponsorship of Lakeside and/or any action or inaction by Lakeside, its officials, employees, agents, contractors or volunteers in connection with any of its obligations under this Agreement or any of the students or relatives of students being served by Lakeside and/or arising out of the School District's enforcement of any term and condition of this Agreement, including costs and attorney's fees incurred by the School District in enforcing this indemnity, hold harmless and defense provision. It is intended that this indemnity, defense and hold harmless provision to be given its broadest possible meaning and that the School District's board members, officials, employees, volunteers, agents, insurers and employees are expressly considered to be third party beneficiaries with respect to this provision. Lakeside shall be granted a credit for any amounts paid to or on behalf of the School District, its board members, officials, employees, volunteers, agents or attorneys by any insurer of Lakeside. In the event the School District or any person required to be indemnified by Lakeside in accordance with this Agreement receives any notice of any claim for which indemnification by Lakeside is or might be sought, the School District and/or person shall immediately provide said notice to Lakeside and provide periodic updates of the nature and status of the claim upon written request from Lakeside. Lakeside has the right to select counsel, who must be competent in the scope and nature of legal representation for the case/claim specific issues, for the party seeking indemnification and Lakeside has the right to decide upon payment terms for said legal counsel before legal counsel is hired by any party who is or might seek indemnification hereunder, in order for this indemnification provision to be enforceable. Lakeside must consent to any litigation decision concerning the resolution of any claim for which indemnification from Lakeside is or may be sought in order for this indemnification clause to be enforceable. Additionally, any insurance coverage available to the School District or any person that provides coverage of attorney's fees, case costs and/or coverage for any claim or judgment must be exhausted before Lakeside has any obligation to indemnify any School District or person hereunder.
- 3.04. **Term.** This Agreement shall continue in full force and effect for a term commencing July 1, 2022 and ending June 30, 2023.

- 3.05. **Termination.** This Agreement may be terminated as follows:
- (A) At any time by mutual agreement of the School District and Lakeside;
 - (B) By the School District or Lakeside if the other party breaches this Agreement or otherwise fails to perform the contractual obligations; or
 - (C) By the School District in the event:
 - (1) Lakeside ceases to do business; or
 - (2) Lakeside seeks protection of any nature from creditors.
- 3.06. **Rates & Services.** Lakeside reserves the right to adjust rates for additional services rendered to students covered by this Agreement, or for additional educational slots purchased in excess of those provided for in this Agreement. Lakeside, shall, at the beginning of each subsequent contract year, and subject to the approval of the School District, have the right to adjust the cost of education slots and offer such slots for contract without regard to the prior year's contract terms.
- 3.07. **Remedies, Waiver of Rights.** All remedies of the parties hereto shall be cumulative. No party hereto shall be deemed to have waived any of its rights, powers, or remedies hereunder unless such waiver is in writing and signed by the parties hereto.
- 3.08. **Severability.** All agreements and covenants herein contained are severable. In the event that any provision of this Agreement should be held to be unenforceable, the validity and enforceability of the remaining provisions hereof shall not be affected thereby. Any court (or arbitrator) construing this Agreement is expressly granted the authority to revise any invalid or unenforceable provision hereof in order to render same enforceable.
- 3.09. **Integration.** This Agreement constitutes the entire agreement of the Parties and supersedes any negotiations or prior agreement or understanding of the Parties with respect to the term of this Agreement. This Agreement may not be modified or amended by any oral statement or alleged course of conduct, but only by a written agreement signed by all parties. There are no representations, promises, agreements, warranties, covenants or undertakings of the Parties other than those contained herein or in the Exhibits expressly referenced herein.
- 3.10. **Force Majeure.** The Parties shall not be liable for any failure to perform under this Agreement if such failure is due to causes beyond their reasonable control, including, but not limited to, acts of God or the public enemy, fire, floods, labor disputes, or the judgment or order of any court or governmental agency.
- 3.11. **Headings.** The headings of any Article or Section hereof are for reference purposes only and shall not in any way affect the meaning or interpretation thereof.
- 3.12. **Context.** Reference in this Agreement to the singular shall be meant to include reference to the plural and vice versa. Reference in this Agreement to the masculine gender shall be meant to include the female and neuter and vice versa.
- 3.13. **Duplicates.** In the event that two or more copies of this Agreement are executed by all of the parties hereto, each copy shall be deemed an original, but all shall collectively constitute the same instrument.
- 3.14. **Counterparts.** In the event that two or more counterparts of this Agreement are executed, all such counterparts shall collectively constitute the same instrument.
- 3.15. **Notices.** All notices, requests and approvals required by this Agreement shall be:
- (A) Given in writing;
 - (B) Addressed to the parties as indicated in this Agreement unless either party notifies the other of a change in address; and
 - (C) Deemed to have been given upon delivery thereof.

Any notice sent by mail shall be sent postage prepaid and by registered or certified mail, with return receipt requested.

- 3.16. **Benefit.** Except as herein otherwise provided, this Agreement shall inure to the benefit of and shall be binding upon all parties as specifically and expressly identified herein and their respective personal representatives, heirs, successors and assigns. No other person, party, or organization shall be intended to be a third party beneficiary of this Agreement.
- 3.17. **Waiver.** One or more waivers or any representation, covenant, term or condition contained herein shall not be construed as a waiver of a subsequent breach of the same representation, covenant, term or condition. The consent or approval by any party to or of any act by any other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent or approval of any subsequent similar act.
- 3.18. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to conflict of law rules.
- 3.19. **Act 48.** The provisions of this contract are intended to conform to the requirement of Act 48 of 1999.
- 3.20. **Survival.** All indemnity, hold harmless and defense the provisions of this Agreement shall survive termination of this Agreement. All rights of Lakeside within this Agreement shall survive the termination of this Agreement.

The remainder of this page is intentionally blank.

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


SCHOOL DISTRICT

By: _____


Date

By: _____

LAKESIDE YOUTH SERVICE d/b/a
LAKESIDE EDUCATIONAL NETWORK

By: 
Gerald W. Vassar, President/CEO

January 18, 2023
Date

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



Agreement Summary

School District Saucon Valley School Year 2022-2023

Term July 1, 2022 - June 30, 2023

Slots Reserved

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

Slot Cost

General Education	<u>\$34,325.00</u>	Special Education	<u>\$39,537.00</u>
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Total Slots 0

Total Cost for Slots \$0.00

Per Diem Placement Cost

General Education	<u>\$299.25</u>	Supplemental Support (LS)	<u>\$57.50</u>
Special Education	<u>\$350.20</u>	Elementary Program (SVA)	<u>\$401.10</u>

LS = Lakeside School, SVA = Souderton Vantage Academy

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

Mobile Support Program

Hourly Cost	<u>\$122.50</u>
Monthly Cost	<u>\$2,238.50</u>

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

Total Cost for Contracted Services \$0.00

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