

**Saucon Valley School District**  
**Regular Meeting of the Board of Education**  
**March 14, 2023 – 7 pm**  
**High School Audion**



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

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

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

**Agenda**

5:45 pm – Special Education Issues and SVEA Updates

- 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** – Special Education Issues and SVEA Updates
- VI. **Approval of Minutes** – February 28, 2023
- VII. **Recognition** – None
- VIII. **Presentation** –
  - A. High School Representative – Alana Weirbach
  - B. Chapter 339 Plan – Jillian Brodhead
- IX. **Superintendent’s Report** – *Jaime Vlasaty, Superintendent*
- X. **Courtesy of the Floor to Visitors – Agenda Items Only** – *Visitors should state their name and address.*

**XI. Presentation of Bills – David Bonenberger**

- A. General Expenditures – \$ 451,799.23
- B. Cafeteria Expenditures – \$12,301.80
- C. Health Benefits – None
- D. Capital Projects – None

**Recommendations for Approval**

**Presentation of Bills**

- 1. Approve the above presentation of bills.

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

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

- A. Cash Investment and Bond Activity - None
- B. Condensed Board Summary Report - None
- C. Capital Project Finance Report - None
- D. Budget Transfers - \$2,105.00
- E. Middle School Activity Report - None
- F. High School Activity Report – None

**Recommendations for Approval**

**Treasurer’s Report**

- 1. Approve the above Treasurer’s Report

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

**XIII. AGENDA ITEMS**

**A. Education**

**Items/Projects for Discussion**

- A. None

**Recommendations for Approval**

**Penn State Dual Credit Affiliation Agreement**

- 1. Approve a Dual Credit Affiliation Agreement with Pennsylvania State University for a period of 5 years.

**Policies – Second and Final Reading\***

- 2. Approve the second and final reading of the following policies:
  - Policy 215.1 – Acceleration
  - Policy 215.1 AR – Acceleration Procedures
  - Policy 215.2 – Credit Recovery

800.1 – Electronic Signatures

**Awarding of 21st Century Grant**

- 3. Approve a 21<sup>st</sup> Century grant in the amount of \$1,750.00 for the Middle School Maker Space sponsored by the Saucon Valley Foundation for Educational Innovations.

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

**B. Personnel**

**Items/Projects for Discussion**

- A. None

**Recommendations for Approval**

**Collective Bargaining Agreement**

- 1. Approve the Collective Bargaining Agreement between the Saucon Valley Board of School Directors and the Saucon Valley Education Association for a time period July 1, 2023 through June 30, 2028.

**School Counselor**

- 2. Approve Francesca Lesisko School Counselor at Masters, Step 2 at \$61,351.00, with benefits per the current Saucon Valley Education Association contract, pending completion of employment paperwork and release from current employment.

**Unpaid time off**

- 3. Approve 2 unpaid days, March 20 & 21, 2023, for Aidan Johnson, custodian, to attend his wedding.

**Middle School Student Council**

- 4. Approve the following individuals as Middle School Student Council Advisors:  
Victoria Gazzana - \$1,119.50\* \*splitting stipend  
Amanda Holveck - \$1,119.50\*

**Homebound Teachers**

- 5. Approve Beverly Sparling as a Homebound Instructor for the 2022-2023 school year at \$40.00/hour.

**Homework Club**

- 6. Approve the addition of Gail Isbell, paraprofessional, to the after-school Elementary School Homework Club.

**2022-2023 Athletic Coaches**

- 7. Approve the following Athletic Coaches for the 2022-2023 school year. \*new coaches are in italics

**Track & Field**

Robert Davis - Volunteer

**Girls Lacrosse**

Timothy Lannon - Volunteer

**Boys Lacrosse**

*John Flok - Volunteer*

**Softball**

*Robert Schlegel - Assist. Coach Jr. High - \$1035*

*Kristen Gubish - Volunteer*

Greg Best - Volunteer

**MS Soccer**

Karoun Goudsouzian - Volunteer

**2022-2023 Substitute**

- 8. Approve Michael Wechtler as an IU Emergency Certified Substitute for the 2022-2023 school year.

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

**C. Facilities**

**Items/Projects for Discussion**

- A. Facilities Committee Summary – March 8, 2023

**Recommendations for Approval**

**2023 Agreement for Use of District Polling Location**

- 1. Approve the attached agreement with Northampton County for use of the District Office Conference Room as a Polling Location for 2023.

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

**D. Finance**

**Items/Projects for Discussion**

- A. None

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

**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**

**High School Senior Trip Contracts**

1. Approve the contracts with Easton Coach for \$2,000.00 and City Cruises in the amount of \$5,250.50 for the Class of 2023 Senior Trip paid for by students and fundraising.

**Settlement**

2. Approve Settlement Offer for Government Entity Claims Against JUUL Labs, Inc. (“JLI”)

**Hogan Learning Academy**

3. Approve the attached contract with Hogan Learning Academy for in-person instruction for identified students at a daily rate of \$460.00.

**Capstone Academy**

4. Approve the contract with Capstone Academy for an Extended School Year Program for student #12987 in the amount of \$12,121.25

**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** ~ March 28, 2023

April 11, 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, February 14, 2023, in the High School Audion. Present were Directors Susan Baxter, John Conte, Cedric Dettmar, Bryan Eichfeld-online, Laurel Erickson-Parsons, Michael Karabin, Tracy Magnotta, Shamim Pakzad, and Shawn Welch. Also present were Judith Riegel, Board Secretary, Mark Fitzgerald, District Solicitor, and Jaime Vlasaty, Superintendent

- I. **Call to the Order** – 7:01 PM - Susan Baxter, *President, presiding*
- II. **Pledge of Allegiance**
- III. **Recording of Attendance** – *Judith Riegel, Secretary*  
9-present, 0-absent
- IV. **Motion to Approve Agenda** – Director Conte, seconded by Director Welch moved to approve the Agenda. Vote: 9-yes, 0-no
- V. **Announcement of Executive Session** – Special Ed Legal Issues & Personnel
- VI. **Approval of Minutes** – Director Dettmar, seconded by Director Karabin moved to approve the minutes of February 14, 2023. Vote: 9-yes, 0-no
- VII. **Recognition** – Pennsylvania Future Problem Solvers were recognized for their achievements: Sara Bocchini, Rocco Vangelo, Lila Parsons, Maggie Gorman, Saydee Skiba, Vaughn Kaye, Ryan Pakzad, and Victoria Dyvago.
- VIII. **Presentation** –
  - A. High School Representative – Alana Weirbach
  - B. NCC Presentation
- IX. **Superintendent’s Report** – *Jaime Vlasaty, Superintendent* – Commented on the recent
- X. **Courtesy of the Floor to Visitors – Agenda Items Only**
  - J. Reilly – Commented on Program of Studies
  - P. Silverthorn – Commented on Program of Studies
- XI. **Presentation of Bills** – *David Bonenberger*
  - A. General Expenditures – \$382,346.61
  - B. Cafeteria Expenditures – \$19,167.13
  - C. Health Benefits – \$446,659.24
  - D. Capital Projects – None
    1. Approve the above presentation of bills.  
Director Karabin, seconded by Director Dettmar moved to approve the Presentation of the Bills. Vote: 9-yes, 0-no

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

- A. Cash Investment and Bond Activity
- B. Condensed Board Summary Report
- C. Capital Project Finance Report
- D. Budget Transfers - None
- E. Middle School Activity Report – December 31, 2022 & January 31, 2023
- 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**

- A. Changes to the 2023-24 Program of Studies – Walter Pawlowski

1. Approve the 2023-2024 High School Program of Studies.
2. Approve the High School Bell Schedule starting May 26, 2023.

Director Pakzad, seconded by Director Karabin moved to approve Education Items #1&2. Vote: 9-yes, 0-no

3. Approve a trip request for the Middle School Future Problems Solvers group to attend the Future Problem Solvers State Bowl, March 24 – March 25, 2023, at the Penn Harris Hotel. The cost is \$952.50 coming from Title II funds.

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

**B. Personnel**

1. Approve David Michaylira as a Part-Time Paraprofessional, hourly rate and benefits per the current Educational Support Compensation & Benefits Plan, effective upon completion of employment paperwork.
2. Approve unpaid medical leave for Cindy Kichline, Food Service. Her first day out will be March 7, 2023, and she will be using her accumulated sick time. Her unpaid leave will begin on March 21, 2023, and continue until she returns on April 24, 2023.
3. Approve a Study Sabbatical for Christina Higgins for the 2023 – 2024 School Year.

4. Approve the retirement of David Sell, full-time Bus Driver effective February 15, 2023.
5. Approve the resignation of Richard Hacker, part-time Bus Driver effective November 1, 2022.
6. Approve the following Homebound Instructor for the 2022-2023 school year at \$40.00/hour.  
Ryan McCann
7. Approve the following mentors for the 2022-2023 school year. Salary is per the current professional agreement, which may be prorated if not a full year of mentorship.
 

<u>Mentor</u>	<u>Inductee</u>
Beth Ravier*	Sara Fritz
Samantha Faulkner*	

\*they will split the stipend
8. Approve an unpaid half day for Jamie Frey, paraprofessional, on March 6, 2023.

Director Conte, seconded by Director Welch moved to approve Personnel Items #1-8.  
Vote: 9-yes, 0-no

**C. Facilities**

**No Recommendations for Approval**

**D. Finance**

A. Finance Committee Summary – February 15, 2023

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

**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.

**No Recommendations for Approval**

**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** –

C. Hay – Commented on the After School Satan Club.

S. McGee - Commented on the After School Satan Club.

K. Reiner - Commented on the After School Satan Club.

C. Komoroski - Commented on the After School Satan Club.

S. Katz - Commented on the After School Satan Club.

Z. Kraft - Commented on the After School Satan Club.

R. Mules – Commented on Superintendent doing a good job.

**L. Announcements**

**Future Meetings** ~ March 14, 2023

March 28, 2023

**M. Motion to Adjourn Meeting**

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

Vote: 9-yes, 0-no

9:00 PM

ATTEST \_\_\_\_\_

Secretary

\_\_\_\_\_

President

## FUND ACCOUNTING PAYMENT SUMMARY

**Bank Account:** PG - PLGIT GENERAL    **Payment Dates:** 03/02/2023 - 03/15/2023

**Payment Categories:** Regular Checks, Manual Checks, Procurement Cards, Credit Cards

**Sort:** Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000062802	03/03/2023	SAINTS LOGISTICS INC.	SECURITY SERVICES - DISTRICT		9,894.50
0000062803	03/15/2023	AHOLD FINANCIAL SERVICES	Blanket PO For FCS		209.08
0000062804	03/15/2023	AMAZON CAPITAL SERVICES	sensory room supplies	MAINT SUPPLIES - HS	3,029.75
0000062805	03/15/2023	AMERICHEM	SUPPLIES - PLANT OPERATIONS		3,732.90
0000062806	03/15/2023	B & B ELECTRICAL CONTRACTORS INC.	Repair/Maintenance Equipment		3,464.30
0000062807	03/15/2023	BAVTS	VO-TECH TUITION 9-12		23,036.00
0000062808	03/15/2023	BSN SPORTS LLC	Softball Supplies		1,136.34
0000062809	03/15/2023	Burkholder's Heating & Air Conditioning Inc.	Repair/Maintenance Equipment		13,566.79
0000062810	03/15/2023	CHS BOOSTER CLUB	ATHLETIC DUES WRESTLING B JRHI		175.00
0000062811	03/15/2023	CINTAS CORPORATION-#101	Mechanic Uniforms		35.00
0000062812	03/15/2023	CINTAS FIRE	REPAIRS & MAINTENANCE		1,311.26
0000062813	03/15/2023	CIRCLE OF SEASONS CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	SPEC ED TUITION CHARTER SCHOOL	7,331.83
0000062814	03/15/2023	COLONIAL INTERMEDIATE UNIT #20	SPECIAL ED IU CONTRACTED SVCS		116,308.35
0000062815	03/15/2023	CREST/GOOD MFG. CO	SUPPLIES - PLANT OPERATIONS		912.46
0000062816	03/15/2023	FPSPI (FUTURE PROBLEM SOLVING PROGRAM INT.)	pdf		42.00
0000062817	03/15/2023	GENERAL HEALTHCARE RESOURCES LLC	PROF SERVICES - MS L SUPPORT	L SUPPORT OTHER PROF SERVICES	2,469.48
0000062818	03/15/2023	GRAINGER	SUPPLIES - PLANT OPERATIONS		53.70
0000062819	03/15/2023	HILLENDALE ASSOCIATES, INC.	HEALTH INSURANCE EXPENSE PAYAB		1,260.00
0000062820	03/15/2023	HILLYARD - DELAWARE VALLEY	REPAIRS & MAINTENANCE	Repair/Maintenance Equipment	1,807.65
0000062821	03/15/2023	HRdirect	SUPPLIES - BUSINESS OFFICE		2,003.19

\* - 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:** 03/02/2023 - 03/15/2023

**Payment Categories:** Regular Checks, Manual Checks, Procurement Cards, Credit Cards

**Sort:** Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000062822	03/15/2023	INTEGRITEC INC.	Boiler Room Chemical Treatment		465.00
0000062823	03/15/2023	INTERSTATE BATTERY OF ALLENTOWN	Batteries		441.90
0000062824	03/15/2023	KEYSTONE COLLECTIONS GROUP	TAX COLLECTION NORTH COUNTY		850.00
0000062825	03/15/2023	KEYSTONE FIRE AND SECURITY	Telephone Dialer for Stadium		1,754.00
0000062826	03/15/2023	LARA McCARTHY	INSTR PRG OUTSIDE - OTR PROF SVC - MS - COMP		225.00
0000062827	03/15/2023	LEHIGH VALLEY ACADEMY REGIONAL CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	SPEC ED TUITION CHARTER SCHOOL	59,677.75
0000062828	03/15/2023	Lensi Nikolov	SUPPLIES - CONSUMER ED 5-8		208.75
0000062829	03/15/2023	LISA MICHELLE BASARA	TRANSP - CONTRACT CARRIERS - COMP ED		3,600.00
0000062830	03/15/2023	LOWE AND MOYER GARAGE INC.	SUPPLIES - TRANSPORTATION		912.37
0000062831	03/15/2023	Luybli Wanda	SENIOR CITIZENS TAX REBATE		250.00
0000062832	03/15/2023	MICROBAC LABORATORIES INC.	Pool Water Testing		149.98
0000062833	03/15/2023	MUSIC & ARTS	Repair/Maintenance Equipment		315.00
0000062834	03/15/2023	MUSIC THEATRE INTERNATIONAL	1/27/23 MTI		785.00
0000062835	03/15/2023	NORTH EAST PARTS GROUP LLC.	SUPPLIES - TRANSPORTATION		356.59
0000062836	03/15/2023	NORTHAMPTON COUNTY AREA COMMUNITY COLLEGE	NCC COMTY COLLEGE PAYMENT		23,166.25
0000062837	03/15/2023	NORTHEAST JANITORIAL SUPPLY	SUPPLIES - PLANT OPERATIONS		1,745.37
0000062838	03/15/2023	PAMELA GEIST-STONE	SUPPLIES - PRINCIPAL K-4		98.93
0000062839	03/15/2023	PEDIATRIC THERAPEUTIC SERVICES INC.	PROF SVCS		49,319.17
0000062840	03/15/2023	PENN POWER GROUP	Repair Equipment		7,079.96
0000062841	03/15/2023	PENNSYLVANIA LEADERSHIP CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	SPEC ED TUITION CHARTER SCHOOL	10,116.80

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

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**Payment Categories:** Regular Checks, Manual Checks, Procurement Cards, Credit Cards

**Sort:** Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000062842	03/15/2023	QUADIENT FINANCE USA INC.	POSTAGE PRINCIPAL 5-8	POSTAGE - BUSINESS OFFICE	3,000.00
0000062843	03/15/2023	ROBERT FREY	TRAVEL ATHLETICS POD		83.97
0000062844	03/15/2023	Roberts Oxygen Co. Inc	Pool Chemical		201.62
0000062845	03/15/2023	SCANTRON CORP.	1/30/23 Scantron		119.40
0000062846	03/15/2023	ST. LUKE'S HOSPITAL	Driver Physicals/D & A Testing		904.00
0000062847	03/15/2023	STOTZ & FATZINGER OFF.SUPPLY	GENERAL SUPPLIES		49.87
0000062848	03/15/2023	THE LEHIGH VALLEY CHARTER H.S. FOR THE ARTS INC.	TUITION - CHARTER SCHOOLS	SPEC ED TUITION CHARTER SCHOOL	24,780.45
0000062849	03/15/2023	TYLER TECHNOLOGIES INC.	Transportation Routing Software	ADMIN LIC & SOFT TRANSP	6,705.50
0000062850	03/15/2023	UGI SOUTH	NATURAL GAS - PLANT OPERATIONS		4.00
0000062851	03/15/2023	XEROX FINANCIAL SERVICES	LEASE PRINCIPAL EXPENDITURES	DUE TO/FROM CAFETERIA FUND	11,316.04
0000062852	03/06/2023	COMFORT INN AT THE PARK	TRAVEL ATHLETICS POD		3,751.80
0000062853	03/06/2023	HOLIDAY INN	TRAVEL ATHLETICS POD		514.60
0000062854	03/06/2023	PA FUTURE PROBLEM SOLVING PROGRAM	TITLE IV - GIFTED TRAVEL		765.00
0000062855	03/09/2023	MONICA BROWN	MISCELLANEOUS		55.00
0000062856	03/09/2023	PMEA DISTRICT 10	PMEA Band Fest Reg		155.00
0000062857	03/15/2023	AHOLD FINANCIAL SERVICES	Blanket PO For FCS		47.12
0000062858	03/15/2023	AMAZON CAPITAL SERVICES	Supplies for Play	window covering	793.97
0000062859	03/15/2023	AMY NANSTEEL	SPEC ED - OTHR PROF SVC - HS - COMP ED		220.00
0000062860	03/15/2023	ANGELA GLOSAN	SENIOR CITIZENS TAX REBATE		250.00
0000062861	03/15/2023	ESHBACH BROTHERS L.P.	Repair/Maintenance		8,900.00
0000062862	03/15/2023	Farannte Michael	SENIOR CITIZENS TAX REBATE		500.00
0000062863	03/15/2023	GROSS EDWARD	SENIOR CITIZENS TAX REBATE		250.00

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## FUND ACCOUNTING PAYMENT SUMMARY

**Bank Account:** PG - PLGIT GENERAL    **Payment Dates:** 03/02/2023 - 03/15/2023

**Payment Categories:** Regular Checks, Manual Checks, Procurement Cards, Credit Cards

**Sort:** Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000062864	03/15/2023	HAB-DLT (ER)	DED: GARN - Full Payroll Pay Date: 3/9/2023		10.02
0000062865	03/15/2023	HOME DEPOT CREDIT SERVICES	Blanket PO For Home Depot Tech ED		986.98
0000062866	03/15/2023	LAURA HOCH	SUPPLIES- ACADEMIC SUPP 5-8	BOOKS & PERIODICALS 5-8	23.97
0000062867	03/15/2023	LEARNING A-Z	Reading Program Software		118.00
0000062868	03/15/2023	MARTINEZ MARY	SENIOR CITIZENS TAX REBATE		250.00
0000062869	03/15/2023	MUSIC & ARTS	SUPPLIES REGULAR 5-8		136.07
0000062870	03/15/2023	PP & L ELECTRIC UTILITIES	ELECTRIC - PLANT OPERATIONS		1,030.18
0000062871	03/15/2023	ROTH WILLIAM H.	SENIOR CITIZENS TAX REBATE		250.00
0000062872	03/15/2023	Saucon True Value	Maintenance Supplies		622.67
0000062873	03/15/2023	SAUCON VALLEY CAFETERIA	SUPPLIES - BUSINESS OFFICE	SUPPLIES - SUPERINTENDENT OFF	154.98
0000062874	03/15/2023	UGI SOUTH	NATURAL GAS - PLANT OPERATIONS		11,955.10
0000062875	03/15/2023	VERIZON WIRELESS	TELEPHONE	COMMUNICATION - ATHLETICS	2,158.70
0000062876	03/15/2023	Lensi Nikolov	SUPPLIES - CONSUMER ED 5-8		110.87
<b>10 - GENERAL FUND</b>					<b>434,472.28</b>
<b>Grand Total All Funds</b>					<b>434,472.28</b>
<b>Grand Total Credit Cards</b>					<b>0.00</b>
<b>Grand Total Direct Deposits</b>					<b>0.00</b>
<b>Grand Total Manual Checks</b>					<b>0.00</b>
<b>Grand Total Other Disbursement Non-negotiables</b>					<b>0.00</b>
<b>Grand Total Procurement Card Other Disbursement Non-negotiables</b>					<b>0.00</b>
<b>Grand Total Regular Checks</b>					<b>434,472.28</b>
<b>Grand Total All Payments</b>					<b>434,472.28</b>

\* - 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: 03/02/2023 - 03/15/2023

Payment Categories: Regular Checks, Manual Checks, Procurement Cards, Credit Cards  
Sort: Payment Number

## FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GF - FULTON BANK    Payment Dates: 03/02/2023 - 03/15/2023

Payment Categories: Direct Deposits, Manual Checks, Procurement Cards, Credit Cards

Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
D000000663	03/15/2023	FOX ROTHSCHILD LLP	SOLICITOR RETAINER		17,326.95 <sup>D</sup>
<b>10 - GENERAL FUND</b>					<b>17,326.95</b>
<b>Grand Total All Funds</b>					<b>17,326.95</b>
<b>Grand Total Credit Cards</b>					<b>0.00</b>
<b>Grand Total Direct Deposits</b>					<b>17,326.95</b>
<b>Grand Total Manual Checks</b>					<b>0.00</b>
<b>Grand Total Other Disbursement Non-negotiables</b>					<b>0.00</b>
<b>Grand Total Procurement Card Other Disbursement Non-negotiables</b>					<b>0.00</b>
<b>Grand Total Regular Checks</b>					<b>0.00</b>
<b>Grand Total All Payments</b>					<b>17,326.95</b>

\* - 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: 03/02/2023 - 03/15/2023

Payment Categories: Regular Checks, Manual Checks, Procurement Cards, Credit Cards

Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000003636	03/15/2023	DPSG OF EASTERN PA (LV)	NON-REIMB FOOD COSTS		913.75
0000003637	03/15/2023	HERSHEY'S CREAMERY COMPANY	NON-REIMB FOOD COSTS		335.28
0000003638	03/15/2023	MORABITO BAKING CO.	FOOD		371.65
0000003639	03/15/2023	PENN JERSEY PAPER CO. LLC	SUPPLIES		169.20
0000003640	03/15/2023	POCONO MOUNTAIN DAIRIES	MILK	FOOD	4,097.84
0000003641	03/15/2023	SINGER EQUIPMENT COMPANY	SUPPLIES		366.04
0000003642	03/15/2023	SYSCO OF CENTRAL PA	FOOD	NON-REIMB FOOD COSTS	6,048.04
<b>50 - CAFETERIA</b>					<b>12,301.80</b>
<b>Grand Total All Funds</b>					<b>12,301.80</b>
<b>Grand Total Credit Cards</b>					<b>0.00</b>
<b>Grand Total Direct Deposits</b>					<b>0.00</b>
<b>Grand Total Manual Checks</b>					<b>0.00</b>
<b>Grand Total Other Disbursement Non-negotiables</b>					<b>0.00</b>
<b>Grand Total Procurement Card Other Disbursement Non-negotiables</b>					<b>0.00</b>
<b>Grand Total Regular Checks</b>					<b>12,301.80</b>
<b>Grand Total All Payments</b>					<b>12,301.80</b>

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

**SAUCON VALLEY SCHOOL DISTRICT  
BUSINESS OFFICE**

**BUDGETARY TRANSFER FORM**  
**2022-2023**

**Date: March 14, 2023**

		TRANSFER AMOUNT				
		IN	OUT	ACCOUNT TITLE	REASON FOR TRANSFER	
1	TO	10-1110-650-000-10-000-000-000-0000	556.00		REG INSTR SOFTWARE LIC K-4	BALANCE ACCOUNT
	FROM		556.00	10-1110-610-000-10-000-000-000-0000	SUPPLIES REGULAR K-4	TRANSFER OF FUNDS
2	TO	10-3200-449-000-10-000-124-000-0000	1,549.00		OTHER RENTALS - FINE ARTS ELEM	BALANCE ACCOUNT
	FROM		1,549.00	10-3200-610-000-10-000-124-000-0000	SUPPLIES - ARTS & THEATRE	TRANSFER OF FUNDS

**Total Transfer: \$ 2,105.00**

**DUAL CREDIT AFFILIATION AGREEMENT**  
**THE PENNSYLVANIA STATE UNIVERSITY**  
**COMMONWEALTH CAMPUSES**

THIS AGREEMENT (“Agreement”) is made and entered into as of the date of the last signature (the “Effective Date”) by and between The Pennsylvania State University, a state-related institution and instrumentality of the Commonwealth of Pennsylvania (“University”), and Saucon Valley School District (“School District”).

WHEREAS, University offers dual credit coursework (the “Program”) to certain qualified high school students and School District desires to make the Program available to its students; and

WHEREAS, For any dual credit programs, Pennsylvania law requires school entities to enter into agreements with institutions of higher education and this agreement outlines the requirements required under **24 Pa. Stat. § 15-1525**

WHEREAS, the parties desire to define their roles and responsibilities with respect to the Program consistent with Pennsylvania law.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

**1. Term and Termination.**

- (a) Term. This Agreement shall commence on the Effective Date and shall continue for a period of five (5) years. Upon the expiration of this Agreement, this Agreement shall automatically renew for successive twelve (12) month periods.
- (b) Termination of Agreement. This Agreement may be terminated by either party, with or without cause, at any time, upon sixty (60) days prior written notice to the other party; provided, however, that any student already enrolled and participating in dual credit coursework as of the effective date of termination shall be permitted to complete their then-current coursework.

**2. Student Eligibility and Enrollment**

Students who meet the following criteria are eligible to participate in the Program:

- (a) Students who have completed their 11<sup>th</sup> grade year or are currently in their 12<sup>th</sup> grade year of high school are eligible to enroll in the Program.
- (b) The student must submit an enrollment form, signed by the School District to the University campus where they plan to enroll, along with an official high school transcript.
- (c) Deadlines for Program applications are August 1 for fall semester, December 1 for spring semester, and June 1 for summer session.
- (d) Exceptions for underclass students are considered on a case-by-case basis. These students must submit the enrollment application, signed by the School District, a high school transcript and a

letter or recommendation from the School District

- (b) Students who have graduated from high school are not eligible for the Program.
- (c) Any student enrolled in the Program must be making satisfactory progress toward fulfilling secondary school graduation requirements and have been approved for university-level coursework as determined by the School District and approved by the University.
- (d) Students in the Program must maintain a minimum cumulative grade point average of 2.0 in each University course in which the student is enrolled.

### **3. Courses Offered**

- (a) The University will share the list of courses eligible for the Program with the School District.
- (b) Whenever possible, University courses are aligned to the student's high school graduation requirements, the requirements of a career and technical education (CTE) program offered by the School District, or a career pathway offered by the School District.
- (c) Whenever possible, University courses available through the Program shall not supplement or supplant courses offered by the School District to its secondary school students.
- (d) Courses may be offered in person, online or as a combination of in person and online.
- (e) Credits earned by students enrolled in the Program shall be equivalent to the credits offered to a postsecondary school student regularly enrolled at the University, including without limitation enforced prerequisites, and the use of an identical curriculum, assessments and instructional materials, and shall be recorded on a University transcript which shall be available to any student enrolled in the Program. Course descriptions are publicly available in the University Bulletin which is accessible through the University's Registrar's website.
- (f) The courses will be non-remedial.

### **4. Program Instruction**

- (a) Program courses will be taught by instructors hired and approved by the University. Program courses may be taught on a University campus or at a School District location, as determined by the University and the School District.
- (b) In compliance with Pennsylvania Child Protective Services Law and University policy, the University will confirm that faculty who teach classes in which dual-enrolled students under the age of 18 are registered; are required to have the following three clearances: Pennsylvania State Police Criminal Background Check (SP4-164), Pennsylvania Child Abuse History Clearance Form (CY-113), and Federal (FBI) Fingerprint Criminal Background Check (Criminal History Report) and that they have completed University mandatory reporter training as required by University policy in effect from time to time.

### **5. Course registration process and deadlines**

- (a) Students in the Program may schedule up to eight (8) credits in each of the fall and spring semesters or in the summer between their junior or senior year.

- (b) The School District and the University must both approve each student's course selection prior to enrollment for any student seeking participation in the Program.
- (c) The School District will award credit for and recognize courses that are successfully completed under this Agreement as fulfilling the appropriate secondary school graduation requirements.
- (d) The University will award postsecondary credits to students who successfully complete courses in the Program. The University will apply these credits in the same manner as for other regularly enrolled University students.
- (e) If a Program student becomes a regularly enrolled student at the University following graduation from secondary school, the University shall recognize credits earned in the Program as applying toward the student's degree requirements as it would for any other regularly enrolled postsecondary student who took the courses.

## **6. Communication of Program**

Both the University and the School District agree to provide a mechanism for communicating the educational and economic benefits of higher education as well as the requirements for participation and enrollment procedures outlined in this agreement to parents and students.

## **7. Additional Administrative Responsibilities**

### **(a) Data Sharing**

1. The Family Educational Rights and Privacy Act of 1972 ("FERPA"), 20 U.S.C. § 1232g and its implementing regulations allows student education records to be shared between the University and the School District without the need for signed releases from students or parents.
2. The Enrollment Management Office at the University campus will provide information on the following items to the School District:
  - The names of students enrolled in dual enrollment.
  - Courses that were taken by each student.
  - Grades earned by the student
3. The University will notify the School District of any mid-semester progress reports that indicate that a dual credit student is in risk of failing a course.

### **(b) Program Costs**

1. Penn State University's tuition for courses available through the Program is updated annually and is publicly reported through Penn State's Tuition Calculator located at the University's Bursar website.
2. Students enrolled in the Program receive a tuition adjustment from the University that is equivalent to a 50% reduction of the in-state tuition rate. Students are responsible for paying all applicable student fees.

3. Students receiving the Penn State employee dependent tuition discount are not eligible for both the Penn State dual credit reduction and the employee dependent tuition discount.
4. If grant funding is provided by the School District, it will be forwarded to Penn State to reduce the cost of tuition and fees.
5. The University Bursar Office will directly bill the student/parents for the outstanding balance of any Program student's tuition and fee costs after all adjustments and grant funding are applied.
6. Students are responsible for their own transportation to and from the University.

**8. Disability Services.** Students in the Program are admitted without regard to disability and are held to the same standards and expectations as all other regularly enrolled University students.

- (a) Students are responsible for contacting the University's Office of Student Disability Resources ("SDR") to seek out accommodations under the Americans with Disabilities Act ("ADA") and to self-disclose any disabilities.
- (b) Accommodations provided by the University may not be the same as those contained in the student's Individualized Education Program and 504 program processes receive at their secondary institution.
- (c) School District may work in collaboration with SDR in connection with seeking reasonable accommodations under the ADA. Students interested in the Program may engage with SDR upon acceptance into the Program and any accommodation letters would be issued upon enrollment.

**9. Non-Discrimination**

The University and School District agree that, in performing their obligations pursuant to this Agreement, to provide a safe academic and working environment free from discrimination and harassment. Discrimination, harassment and retaliation on the basis of protected status, including an individual's race, color, creed, ethnicity, ancestry, national origin, genetic information, sex, gender, gender identity or expression, sexual orientation, age, religion, marital status, veteran status, disability or physical ability, socioeconomic background, or other legally protected classification, are unlawful and strictly prohibited.

**10. Miscellaneous Provisions**

- (a) Independent Contractor Status of the Parties. The parties hereby acknowledge that they are independent contractors, and neither the University nor any of its agents, representatives, students or employees shall be considered agents, representatives or employees of the School District and, further, neither School District nor any of its agents, representatives or employees shall be considered agents, representatives or employees of University. In no event shall this Agreement be construed or represented by either party as establishing a partnership or joint venture or similar relationship between the parties hereto. University and School District shall be liable for their respective debts, obligations, acts and omissions, including the payment of all

required withholding, social security and other taxes or benefits on behalf of their respective employees.

- (b) Responsibility. Each party shall be responsible for its own acts and omissions, and those of its trustees, directors, officers, employees, and agents.
- (c) Notices. All notices, requests and other communications pursuant to this Agreement shall be in writing and sent by first class mail or email to each party to the following address, or by email:

UNIVERSITY:

Penn State Lehigh Valley  
2809 Saucon Valley Road  
Center Valley, PA 18034  
admissions-lv@psu.edu

SCHOOL DISTRICT:

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

- (a) Entire Agreement. This Agreement contains the entire agreement between the parties, and supersedes all prior and contemporaneous understandings, whether written or oral, with respect to the subject matter hereof. This Agreement may not be amended or modified except in a writing signed by both parties.
- (b) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania without reference to its conflicts of laws principles.
- (c) Execution; Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement or document. Signatures and signed copies of this Agreement transmitted by facsimile, email or other means of electronic transmission shall constitute effective execution and be deemed to have the same legal force and effect as delivery of an original executed copy of this Agreement for all purposes.
- (d) No Waiver. The failure of any party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such party of its right to exercise any such or other right, power or remedy or to demand such compliance.
- (e) Publicity. Neither party may use the name, logos, or marks of the other without the prior written consent of the other party.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**For the School District:**

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Jaime L. Vlasaty  
Superintendent

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Date

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Walter Pawlowski  
High School Principal

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Date

**For the University:**

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Dr. Tina Q. Richardson  
Chancellor, Penn State Lehigh Valley

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Date

---

Kelly Austin  
Vice President for Commonwealth Campuses  
and Executive Chancellor

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Date

## **Saucon Valley School District**

Policy. 215.1

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Title Acceleration

Section – Programs

Adopted – \_\_\_\_\_

Revised –

Content

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### **Purpose** –

The District’s mission is to provide all students with a rigorous, rich, and challenging education. To satisfy this mission, some students may require acceleration. Further, the state gifted education regulations provide that a gifted student’s education placement must provide opportunities to participate in acceleration or enrichment, or both, as appropriate for the student’s needs. The premise of acceleration is that the educational placement of a student should match the mastery level of the student rather than the student’s age. The purpose of this policy is to state the District’s general policy with respect to acceleration and its application in certain specific circumstances.

The District’s qualifying students to pursue one or more forms of acceleration, as appropriate. Nothing in this policy shall interfere with the rights and procedures applicable under Federal and Pennsylvania laws and regulations to special education and special education for gifted students and the provision of individualized gifted education or special education, including, where appropriate, acceleration pursuant to a gifted individualized education plan or individualized education program.

### **Definitions**

Acceleration – Acceleration may take many forms, such as single-subject acceleration, curriculum compacting, dual enrollment, credit by examination, course advancement, advanced placement courses, early entrance to school, whole-grade acceleration, continuous progress, self-paced instruction, and telescoping curriculum

Special Student - For purposes of this policy, the term “special student” shall mean a student who is a gifted student within the meaning of 22 Pa. Code chapter 16, or a student with a disability within the meaning of 22 Pa. Code chapter 14.

Qualifying Student – For the purposes of this policy, the term “qualifying” student shall mean a student whom the District has determined is permitted to participate in acceleration.

## **Guidelines**

Special students shall be considered for acceleration where appropriate during the development of their gifted individualized education plan or individualized education program.

A student who is not receiving special or gifted education may be referred for acceleration consideration to the school principal.

The referral for acceleration must be in writing on the District's Request for Acceleration Form and may be made by the student's parent/guardian, a District staff member, counselor, school psychologist, or administrator, or by the student himself/herself.

Upon receipt of a Request for Acceleration Form, the principal (or his/her designee) shall immediately review the District's procedures concerning the screening and evaluation process for identifying students who are thought to be gifted ("gifted identification procedures"). If required by the gifted identification procedures, the principal (or his/her designee) shall direct the applicable District employees to take appropriate action, and no further action shall be taken with respect to acceleration of the student until the gifted identification procedures are completed.

If either (a) no action is required under the gifted identification procedures with respect to the student following the referral for acceleration, or (b) the gifted identification procedures are completed and as a result the student is not to receive specially designed instruction through a gifted individualized education plan or an individualized education program, then the principal (or his/her designee) shall request written permission from the student's parent or legal guardian to evaluate the student for possible accelerated placement. No evaluation shall proceed without such consent.

If the parent/guardian consents, then the principal (or his/her designee) shall convene an acceleration evaluation team that may include a building administrator, gifted program coordinator, classroom teacher(s), school counselor, and school psychologist. The team shall seek input from the parent/guardian and may also consult with the student. The membership of the team may be modified depending on the student's needs and the type of acceleration being considered.

The acceleration evaluation team shall conduct a fair and thorough evaluation of the student, using a variety of data sources, including standards-based and curriculum-based assessments, and the student's maturity and desire for acceleration. The acceleration evaluation team shall consider the criteria developed by District administration, the following factors and skills, and any other information it deems relevant:

1. Academic Factors — attendance, motivation, attitude toward learning, academic self-concept, grade level(s) of any sibling(s).

2. Development Factors — age, physical size, motor coordination.
3. Interpersonal Skills — emotional development, behavior, relationships with peers, relationships with teachers.

Upon completion of their evaluation, but no later than 45 school days after the District receives consent from the parent/guardian to evaluate, the acceleration evaluation team shall issue a written decision to the principal and the student's parent or legal guardian. If the team determines that the student qualifies for one or more forms of acceleration, the decision shall include a written acceleration plan which includes:

1. The appropriate type(s) of acceleration; and
2. Strategies to support a successful transition to the accelerated setting.

The student's parent/guardian may appeal any decision of the acceleration evaluation team to the District Superintendent, in writing, within 30 school days after receipt of the team's decision. The Superintendent shall review the appeal and notify the parent/guardian of his/her decision within 30 school days after receipt of the appeal. Except as provided in paragraph 5 below, the Superintendent's decision shall be final.

No acceleration plan issued by the acceleration evaluation team or by the Superintendent shall be implemented without the consent of a parent/guardian of the student.

The Superintendent (or his/her designee) shall appoint a staff member to oversee the implementation of the acceleration plan. If problems develop, this staff member shall coordinate a review of the matter with the acceleration evaluation team, the parent/guardian, and the student. The acceleration evaluation team may recommend a modification or revocation of the acceleration plan where appropriate. The modification or revocation shall be implemented with the consent of the parent/guardian. In the absence of such consent, the Superintendent shall permit the continuation of the original acceleration plan if the parent/guardian expressly and in writing waives the proposed modification or revocation and any claim that the original acceleration plan is not appropriate for the student. If the parent/guardian fails or refuses to sign either a consent to the modification or revocation or a waiver under this paragraph 6, the Superintendent shall take such action as he/she deems in the best interest of the student.

#### Acceleration Limited to District Curriculum

Notwithstanding anything to the contrary in this policy, students who qualify for acceleration, including gifted students, shall only be accelerated within the scope of the District's curriculum. Thus, for example, if the District's curriculum does not include a course in Linear Algebra, then a student may not be accelerated to a course in Linear

Algebra taught at a college or university, regardless of whether the student has completed all mathematics courses offered by the District.

### GPA for Courses Taught by non-District Educators

A student participating in a course taught by an educator outside the District which is arranged or approved by the District as part of the student's education by the District (such as a college or university course or an Advanced Academics course), will receive credit for the course for District purposes to the same extent as for a regular District course taught by a District instructor, except that the course grade will not be factored into the calculation of the student's grade point average.

### Financial Responsibility

Students taking a dual enrollment course (i.e., one which offers to provide both credit for District high school purposes and college credit), must pay all of the cost required to attain the college credit. High school credit for the dual enrollment course will still be awarded even if the student elects not to pay for and receive the college credit.

Students taking an Advanced Placement course must pay all of the cost for taking the Advanced Placement examination. High school credit for the Advanced Placement course will still be awarded even if the student elects not to pay for and take the Advanced Placement examination and thus not receive any associated college credit and/or college course acceleration.

If a student participates in an online course which is arranged or approved by the District as part of the student's education by the District in order to provide acceleration for the student within the scope of the District's curriculum, the District will pay all of the costs of the online course.

### Course Advancement

Course advancement is one form of acceleration. Students and/or parents/guardians requesting course advancement shall submit the request on the District's Request for Acceleration Form. When considering a request for course advancement, the acceleration evaluation team will consider whether the student meets the following criteria specific to course advancement:

1. Whether the student has maintained an average of at least 85% (B) in all prior courses of the academic discipline in which the challenged course resides; if no prior courses exist, this criterion is waived.
2. Students seeking subject credit/exemption for physical education pursuant to this policy must (1) demonstrate a history of participation in a particular sport/activity at an appropriate level, (2) obtain certification from a coach/advisor that the

student completed the season/activity, and (3) receive a passing score greater than or equal to 70% (Qualification No. 1 above, does not apply) on the written exam.

3. For all other courses, the student must attain a score of at least 85% (B) on the final examination for the challenged course; the final exam will be constructed on the content standards deemed appropriate for the course by the principal and/or his/her designee. The exam taken must meet the prerequisites for the next level course. Keystone required courses must be taken by students.

### *Advancement Guidelines*

If a student successfully advances, no credit will be assigned for the eliminated course nor will the eliminated course be used for ranking purposes; the student simply advances to the next level course. If no course exists, the principal will assign an independent study except in the case of physical education, where the student will be required to choose any available elective. The advanced course will then be counted toward graduation credit. <sup>1</sup>

Students who wish to advance out of a course must take the examination twenty (20) school days prior to the beginning of the semester in which the challenged course is offered. The principal must be notified twenty (20) school days prior to the scheduling of the examination.

A student may advance out of only one (1) course per semester.

Courses with a laboratory, shop, or performance component cannot be challenged unless a similar component is included in the examination.

Alternative experiences may be considered by the principal and his/her designee, e.g., extracurricular activities, work experience, etc. However, some form of examination must occur during which the student demonstrates s/he successfully meets course standards at an 85% level of performance.

In courses for which no appropriate final examination exists, the principal has the discretion to conduct his/her own assessment and determine whether or not a student can be advanced.

### *Graduation Credit for Courses Taken in Middle School*

Generally, graduation credits are those earned by completing courses while enrolled in Saucon Valley High School. The numbers of graduation credits earned for regular high school courses are noted in the Program of Studies guide. The Program of Studies also notes the number of graduation credits required to graduate from high school.

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Planned courses taken at Saucon Valley Middle School will be considered for graduation credit if equivalent to the Saucon Valley High School course requirements. Courses for such consideration may include but are not limited to: Algebra II, Geometry, and World Languages I. The credit granted for middle school course completion would count as subject credit.

Graduation transcripts will reflect credits earned in grades 9-12. High school courses taken by middle school students may be included on an official high school transcript upon request and may be calculated into the student's GPA. Requests for changes to the transcript shall be made at least thirty (30) days prior to the effective date of the change.

### *Subject Credit*

Students must earn subject credit for each course required for graduation. (Required courses are listed in the Program of Studies guide.) The most common way to earn subject credit is to complete a required course while a student at Saucon Valley High School. Subject credit can also be earned by successfully completing certain math or world languages credits at Saucon Valley Middle School or an exam as described in this policy. Subject credit earned by exam will not yield graduation credit but will fulfill the specific course requirement. Graduation credits to replace those that would normally be earned by taking the required course will be completed by any different course worth the same number of graduation credits.

### **Delegation of Responsibility**

The Superintendent or designee shall develop administration regulations for the implementation of this policy.

### **Legal References**

24 P.S. 510

24 P.S. 1302

22 PA Code 11.19

24 P.S. 2561

22 PA Code 11.11

24 P.S. 13-1371

22 PA Code 16.41

Centennial School District v. Commw. Dep't of Educ., 539 A.2d 785 (Pa. 1988)



## Saucon Valley School District

### 215.1 AR. ACCELERATION PROCEDURES

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SECTION - PUPILS

TITLE - ACCELERATION PROCEDURES

EFFECTIVE -

REVISED –

#### 1 **215.1 AR. Acceleration Procedures**

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1. **Purpose** – The purpose of this document is to define the procedures for the submission and review of acceleration requests.

#### 2. **Evaluation Criteria**

With the exception of course advancement, which has different criteria, the acceleration evaluation will **consider** the following criteria in determining whether acceleration is appropriate for a student:

1. Scoring above benchmark on nationally-normed assessments for early literacy skills
2. On grade-level PSSA scores of Advanced in Reading and/or Math.
3. On grade-level Study Island assessment scores of Advanced in Reading and/or Math.
4. Curriculum based assessment scores
5. Above grade level assessment scores
6. Diagnostic assessment scores
7. Other standardized achievement or aptitude test scores
8. Overall IQ score
9. Student products of high quality or other evidence of outstanding performance.

Requests for course advancement will be evaluated using the criteria outlined in Policy 215.1.

## **Saucon Valley School District**

Policy. 215.2

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Title Credit Recovery

Section – Programs

Adopted – \_\_\_\_\_

Revised –

Content

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### **Purpose –**

The Board recognizes that some students may at times fall significantly behind their peers in attaining the necessary credits to graduate. In certain circumstances, the District will permit students the opportunity to recover credits by taking courses at approved outside institutions.

### **Guidelines**

Students enrolled within the District's High School who have attempted but not passed a course needed for graduation, may request permission of the administration to take courses at outside institutions in order to recover credits to qualify for graduation in the District.

Approval of credit recovery courses shall be within District guidelines at approved institutions and at the expense of the parent/guardian and/or student.

Because the Board and the District administration believe that the programs and credits available in District schools should be the primary option to attain graduation qualifying credits, District administration shall approve credit recovery only on a case-by-case basis. The District administration shall issue guidelines that detail the request and approval process on an annual basis.

Permission must be granted by the District administration before a student may take a course for credit recovery.

### **Delegation of Responsibility**

The Superintendent or designee shall develop administration regulations for the implementation of this policy.

### **Legal References**

24 P.S. 510

24 P.S. 1302

22 PA Code 11.19

24 P.S. 2561

22 PA Code 11.11

Pol. 200

# Saucon Valley School District

## Policy

---

Title – 800.1 Electronic Signatures

Section – 800 Operations

Adopted –

Revised –

## Content

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### **Purpose**

Under certain conditions, electronic records and signatures satisfy the requirements of a manual record and/or signature when transacting business. The Board recognizes that the effectiveness of electronic records and signatures depends upon the authenticity and reliability of the signatures and the context in which the electronic records are created, transferred and stored. Therefore, the Board adopts this policy to allow for the use of and acceptance of electronic records and signatures and to establish the guidelines under which electronic signatures may be utilized by the district.[\[1\]](#)

### **Authority**

The Board authorizes the use of electronic signatures in place of manual signatures to conduct district business unless a manual signature is required by law or regulations. Electronic signatures shall have the full force and effect of a manual signature when used in accordance with this policy and applicable law and regulations.[\[1\]](#)

Electronic records filed with or issued by the district shall have the full force and effect of paper records when the requirements of this policy and applicable law and regulations are satisfied.[\[2\]](#)[\[3\]](#)[\[4\]](#)

This policy applies to the use of electronic records and signatures when permitted or required in connection with district programs and operations.

### **Definitions**

**Electronic record** – any record created, generated, sent, communicated, received, or stored by electronic means.[\[4\]](#)[\[5\]](#)[\[6\]](#)

**Electronic signature** – an electronic sound, symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. More simply, it is a paperless means of committing to a contract or other document in a manner that indicates the signer's intent to bind themselves and/or the district.[\[5\]](#)[\[6\]](#)

### **Delegation of Responsibility**

The Superintendent or designee shall develop administrative regulations to direct staff on the parameters for authorized use of electronic signatures related to district programs and operations.

## **Guidelines**

### Electronic Recordkeeping

The maintenance of electronic records and signatures by the district shall comply with the electronic recordkeeping requirements of state and federal laws and regulations and the district's Records Management Plan.[4][7]

Electronic records created or received by the district shall be appropriately attributed to the individual(s) responsible for their creation, authorization and/or approval.

The district may specify the type of electronic signature required on an electronic record, the manner and format in which the electronic signature must be affixed to the electronic record, and the criteria that must be met when an individual uses a third party to file a document if electronic records must be signed by electronic means.[8]

The district shall implement and maintain electronic recordkeeping systems to securely receive, store, and reproduce electronic records and signatures relating to transactions in their original form.[6][9][10]

Such a system shall allow the district to implement:

1. A security procedure for the purposes of verifying that an electronic signature is that of a specific person or for detecting changes or errors in the information in an electronic record.
2. Appropriate control processes and procedures to ensure adequate preservation, disposition, integrity, security, confidentiality and auditability of electronic records.[8]
3. A consistent manner and format in which the electronic records must be created, generated, sent, communicated, received and stored.[8]

### Electronic Signatures

An electronic signature may be used if the law requires a signature unless there is a specific law, regulation, or order that requires records to be manually signed. The issuance and/or acceptance of an electronic signature by the district shall be permitted in accordance with the provisions of this policy and all applicable state and federal laws and regulations. Such electronic signature shall have the full force and effect of a manual signature only if the electronic signature satisfies all of the following requirements:[1][2][11][12]

1. The signing employee is authorized to manually sign the document on behalf of the district.
2. The electronic signature identifies the individual signing the document by their name and position.
3. The individual signing with an electronic signature has signed a statement of exclusive use.
4. The identity of the individual signing with an electronic signature is capable of being validated through the use of an audit trail.

5. The electronic signature and the document to which it is affixed cannot be altered once the electronic signature has been applied.
6. The electronic signature conforms to all other provisions of this policy.

The district shall maintain a secure log of each employee authorized to utilize an electronic signature in connection with district business.[4]

{ } along with a copy of their unique electronic signature.

This policy does not require a specific method for executing an electronic signature. The employee signing a particular document is responsible for verifying that the method chosen is appropriate for the nature of the transaction. Employees must consider confidentiality, authentication of signatures, and verification that the document signed is, in all respects, identical to the one to which the signer intends to bind the district.

Any electronic signature that appears to be forged, altered, or otherwise not authentic, or that is not compliant with law or regulation, this policy or related administrative regulation, is not a valid signature. Should an electronic signature be deemed invalid, the Superintendent or designee may require a manual signature.

All other policies that apply to the execution of contracts or other documents on behalf of the district remain in full force and effect.

## Legal References

1. 73 P.S. 2260.101 et seq
2. 15 U.S.C. 7001 et seq
3. 73 P.S. 2260.301 et seq
4. Pol. 800
5. 15 U.S.C. 7006
6. 73 P.S. 2260.103
7. Pol. 815
8. 73 P.S. 2260.502
9. 73 P.S. 2260.305
10. 73 P.S. 2260.306
11. 21 P.S. 483.1 et seq
12. Pol. 716



March 7, 2023

To: Saucon Valley Board of Education

From: Saucon Valley Foundation for Educational Innovation

Re: MS Makerspace Funding

The Saucon Valley Foundation for Educational Innovation is pleased to provide funding for the 21<sup>st</sup> Century Robotics program for your approval

**21st CENTURY FUNDING**

Middle School Makerspace (\$1,750.00)

This additional funding for the Makerspace program at the Middle School, provided to Meredith Lesney, will expand the program to include 5 Flashforge Adventurer 3 3-D printers. Students in grades 5 through 8 have the opportunity to learn how to design and create with the free Tinkercad program. With the purchase of the 3-D printers, the students can complete their learning experience by "printing" the objects they have designed.

Respectfully,

*Kathleen Dettmar*

Kathleen Dettmar, Treasurer  
SVFEI

Cc: David Bonenberger, Business Office

SAUCON VALLEY SCHOOL DISTRICT  
PROFESSIONAL CONTRACT

between the

BOARD OF SCHOOL DIRECTORS

and

THE SAUCON VALLEY EDUCATION ASSOCIATION

July 1, 2023 through June 30, 2028

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**PREAMBLE**

AGREEMENT, made this \_\_\_\_\_ of \_\_\_\_\_, 2023, by and between the BOARD OF SCHOOL DIRECTORS OF THE SAUCON VALLEY SCHOOL DISTRICT, hereinafter called the “Board” and the SAUCON VALLEY EDUCATION ASSOCIATION OF THE SAUCON VALLEY SCHOOL DISTRICT, hereinafter called the “Association.”

WHEREAS, the Board and the Association believe in the importance of schools as an agency for the preservation and extensions of our democracy; and

WHEREAS, the parties to this Agreement have a common goal in providing the best possible education for all children; and

WHEREAS, the Board and the Association are mutually committed to the human rights and dignities of all and to policies and programs necessary to good education, good management and good government; and

WHEREAS, the parties to this Agreement are mutually committed to the necessity of equal education opportunity for all pupils of the Saucon Valley School District with no exclusion from any program on the basis of race, religion, creed, social or economic status; and

WHEREAS, it is the mutual responsibility of all members of the Saucon Valley School District to ensure that good order and discipline are maintained throughout the School District and that the classroom teacher is fully supported in all reasonable measures taken by him/her to maintain a good educational program and effectuate good order and discipline in his/her classroom; and

WHEREAS, the success of the Saucon Valley Education Program is dependent upon the knowledge, skill and creative ability of Employees, as well as the knowledge, skill and creative ability of the supervisory personnel and the dedication of the members of the Board; and

WHEREAS, the Association recognizes that the basic responsibility of each Employee is to use his/her skills and expertise in the most effective manner to improve the quality of education offered by the Saucon Valley School District; and

WHEREAS, to obtain this goal it is imperative that there be understanding and cooperation between the Employees in the classroom and the Board, which is responsible for the operation of the school system; and

WHEREAS, the laws of the Commonwealth of Pennsylvania authorize collective bargaining for public employees and authorize public employers to enter into collective bargaining with representatives of the employees under Public Law 195, as amended by Act 88 of 1992 and

WHEREAS, the parties in this Agreement believe that the best interests of public education will be served by established procedures for bargaining with Employees represented on matters of common concern and for providing orderly channels for appeals should any differences not be resolved; and

WHEREAS, the Association has been duly elected by a majority of Employees as the exclusive representative of the Employees for the purpose of dealing with the Board on matters of teaching concern; and

WHEREAS, the parties desire to incorporate their Agreement and certain other matters into a formal contract, and believe that such action is in the best interest of the community, children, school system, and Employees; and

WHEREAS, it is recognized that the primary duty and responsibility of the Employees is to exercise their professional skill and that the organization of the school and the school day should be directed at ensuring that the energy of the Employee is primarily utilized to this end; and

WHEREAS, the parties mutually agree that the Board, by Act No. 195, not being required to bargain over matters of inherent managerial policy, this Agreement shall not relate to areas of discretion or policy which are the functions of the Board, standards of services, organizational structure and selection and direction of personnel, all powers reserved to the Board under Section 702 of Act 195;

NOW, THEREFORE, the parties agree as follows:

## **ARTICLE I**

The parties hereto are as follows: Saucon Valley School District, whose address is 2097 Polk Valley Road, Hellertown, Pennsylvania 18055, hereinafter referred to as the "SCHOOL DISTRICT", and the SAUCON VALLEY EDUCATION ASSOCIATION, whose address is the current address of the Saucon Valley Education Association President, hereinafter referred to as the "ASSOCIATION".

Both parties hereto, intending to be legally bound, mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment as of this date and this Agreement may be altered, changed, added, deleted from, or modified only through the mutual consent, in writing, of the parties hereto.

Both parties also aver that this Agreement sets forth the terms and conditions to which each party agrees to be bound, and that such Agreement has been reached voluntarily without undue or unlawful coercion or force by either party.

## **ARTICLE II**

### **A. RECOGNITION**

The Board hereby recognizes the Association as the exclusive and sole representative for collective bargaining for all Employees included in the Bargaining Unit as certified and determined by the Pennsylvania Labor Relations Board.

### ARTICLE III

#### A. TERM OF AGREEMENT

The term of the Agreement shall begin on July 1, 2023, succeeds all prior Agreements, and shall continue in full force and effect through June 30, 2028, or until such later date as the two parties may hereinafter agree is to be the extended ending date. Any such extended ending date shall be evidenced by an amendment to this Agreement, to which amendment both parties shall signify their approval by affixing their signatures thereto.

#### B. MODIFICATION OF AN AGREEMENT

This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.

#### C. INTERPRETATION OF AGREEMENT

1. In the event any provision of this Agreement shall be determined by a competent court of record to be in conflict with state statutes, only the provision shall be stricken and all other provisions of this Agreement will continue in effect.

2. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and that no additional negotiations on this Agreement will be conducted at any time, whether contained herein or not, during the life of this Agreement.

The parties hereto agree that the items listed above shall not be considered to establish the scope of negotiable items for any future contracts and the parties agree that future contracts will be negotiated within the spirit and intent of Act 195 aforesaid.

### ARTICLE IV

#### A. STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict to any Employee rights as he/she may have under the Public School Code of 1949, as amended, or the Public Employee Relations Act, Act 195, or any other applicable State or Federal laws and regulations.

Nothing contained herein shall be construed to deny or restrict the Board with respect to any powers, duties or prerogatives entrusted to the Board under the Public School Code of 1949, as amended, or the Public Employee Relations Act No. 195, or any other applicable State or Federal laws or regulations.

## ARTICLE V

### A. RIGHTS OF THE ASSOCIATION

#### 1. Information:

The Association, of necessity, must request such financial and personnel data as may be reasonably disclosed and will assist in developing sound recommendations. Any reasonable additional information which may be necessary for the Association to process any grievance or complaint shall be made available by the Board.

#### 2. Use of School Buildings:

The Association for the purpose of general membership meetings and/or committee meetings may meet in a school facility provided said meetings do not conflict with a prior scheduling of the facility by the School District, provided that such meetings are limited to members of the Saucon Valley Education Association and its advisors, and provided further that all requests for same shall adhere to administrative procedure, and that the Board shall not unreasonably refuse such request.

#### 3. Use of Communication Facilities:

The Association shall have the right to use the inter-school mail facilities, including e-mail, provided it is not used for Association business during instructional time and mail boxes as it deems necessary with the approval of the building principals or other members of the administration.

#### 4. President Visitations:

The President of the Association, or a representative appointed by the President, shall be allowed to visit schools, before and after school, and other times as approved by the Superintendent to investigate working conditions, Employee complaints or problems, or for the other purposes relating to Association affairs. If the President desires a conference with the principal, he/she will provide reasonable advance notice of his/her visit.

#### 5. Board Agenda:

All agendas for Board Meetings and Committee Meetings shall be made available online by at least three days prior to the scheduled meeting. This shall not be applicable to special or emergency meetings as defined by the Sunshine Act. The President of the Association shall be notified of any changes after agendas have been posted via email.

#### 6. School District Policy:

A copy of the School District Policy as it is formulated shall be provided the President of the Association.

7. Association President Leave:

The President of the Association shall be permitted to utilize up to two (2) school days per year. The days shall be utilized with prior permission from the Superintendent without loss of pay or benefits in order to conduct Association business for conferences or other outside-the-District Association activities. Days may be taken in half day increments. It shall also be at the discretion of the President of the Association to allow other officers to use this time.

B. PREROGATIVES OF THE SCHOOL DISTRICT

1. It is understood by the parties that under the laws of the Commonwealth of Pennsylvania, the School District is forbidden to, and by this Agreement does not, waive any rights or powers granted it by such laws. Management of the Saucon Valley Schools is vested solely with the Board of the School District.

2. The Board of the School District reserves to itself sole jurisdiction and authority over matters of policy and management. Those matters of written policy as now recorded, or as amended, or recorded during the life of this Agreement by the Board of the School District, are expressly acknowledged and accepted by the Bargaining Agent on behalf of its Members as the policy of the SAUCON VALLEY SCHOOL DISTRICT to which all Employees are bound.

C. MEET AND DISCUSS

The Board agrees to meet and discuss with the Association, on policy matters affecting wages, hours and terms of employment, as well as the impact thereon, upon request of the Association.

D. COPIES OF AGREEMENT

A copy of the Agreement shall be posted to the District intranet no later than thirty (30) days after ratification by both parties.

**ARTICLE VI**

A. RIGHTS OF EMPLOYEE

1. Just Cause Provision:

Except where the tenure provisions of the School Code of 1949 apply, no Employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. All information forming the basis for disciplinary action will be made available to the Employee and the Association, if the Employee involved requests same in writing.

2. Required Meetings or Hearings:

Whenever any Employee is required to appear before the Superintendent, Board, or any committee or member thereof, concerning any matter which could adversely affect the continuation of that

Employee in his/her office, position or employment, or the salary, or any increments pertaining thereto, then he/she shall be given prior written notice by the Superintendent or his/her designee of the reasons for such meeting or interview and shall be notified by the School District that he/she is entitled to have a representative of the Association or legal counsel present to advise him/her and represent him/her during such meeting or interview. Any suspension of an Employee pending charges shall be without pay. If, however, such Employee is found innocent of said charges, he/she shall be entitled to pay for such period of suspension, retroactively.

3. Evaluation of Students:

The Employee shall maintain the responsibility to determine grades and other evaluation of the achievement of students. No such grade or evaluation shall be changed without the approval of the Employee, so long as such grade or evaluation does not violate school policy. Any grade which is clearly arbitrary and capricious, may be changed by the Superintendent and/or Principal after discussing same with the Employee and/or department head.

4. Leaving the Building:

Permission for Employees to leave the building may be granted by the building principal. Employees may leave/return to the building during the Employees' assigned duty-free lunch as long as they sign out and sign in at the building office.

In addition, an employee may be granted professional courtesy to attend to specific personal matters up to four times per year. Such professional courtesy shall not exceed thirty minutes and must require prior approval of the building principal. This time cannot be banked. The employee must arrange for coverage and the covering employee shall not accrue sick time for volunteering to cover.

5. Job Security and Job Progression:

The Pennsylvania School Code includes certain job security provisions, certification, and other regulatory provisions associated with various classes of Employees. The parties hereby aver that such provisions of the School Code represent their complete Agreement and that such provisions shall govern the manner in which the job security, job progression, and reduction in force practices shall be affected with respect to Employees.

## ARTICLE VII

A. NO STRIKE – NO LOCKOUT PROVISION

Both parties agree to faithfully abide by the provisions of Act 195 (as signed into law July 23, 1970), and known as the Pennsylvania Public Employee Relations Act. As a condition of various provisions of this Agreement to which the parties have agreed, the School District pledges that it will not conduct, or cause to be conducted, a lockout during the term of this Agreement and the Bargaining Agent pledges that Employees will not engage in a strike (as the term is defined in Section 301(9) of Act 195, as amended by Act 88 of 1992), during the term of this Agreement.

## ARTICLE VIII

### A. WAGES AND SALARY PROVISIONS

The parties agree that wages and salaries to be effected by this Agreement are accurately reflected in Appendix A, made a part of this Agreement, and that the schedule of wages and salaries set forth in Appendix A shall be the schedule which shall remain in force for the period of this Agreement.

### B. EMPLOYEES' PAY

All Employees of the Saucon Valley School District shall be placed on a twelve month basis of pay, with pays being issued bi-weekly. The pay periods shall be twenty-six (26) or twenty-seven (27) per year. All pay information shall be exclusively accessed through the employee portal. Direct deposit of paychecks shall be required for all Employees.

### C. PAYROLL DEDUCTIONS

The Saucon Valley School Board shall make available to all Employees payroll deductions for the membership dues for the Saucon Valley Education Association, provided appropriate authorizations are provided for each Employee. Such deductions shall be made in equal amounts spread over not more than twelve (12) pays, commencing with the second pay in September, and shall be remitted directly to the SVEA (cards to be signed). The following additional payroll deductions shall be made available for contributions:

United Way  
Tax Sheltered Annuities

Effective upon ratification of this Collective Bargaining Agreement, the Saucon Valley Foundation for Educational Innovation would be an allowable Employee pay deduction.

### D. SCHOOL YEAR

The school year for Employees shall be within the confines of the school calendar, and shall not exceed one hundred ninety-two (192) days for the term of this Agreement.

Pupils shall be scheduled for one hundred eighty-four (184) days of instruction of which four (4) days would be designated for emergency which if used would not be made up by the students or staff.

Employees agree to attend two evening events for a max of two hours each unless agreed upon by employee and administrative designee. Such events shall not be scheduled for more than two (2) hours and shall end no later than 8:00 PM local time. The Employee may be excused by the School Principal.

Newly hired Employees agree to attend one (1) orientation day prior to the start of the school year and five (5) one-hour meetings throughout the school year with a schedule provided prior to the

start of the year. Such meetings shall be scheduled outside the regular work day. Mentors shall only attend the one (1) orientation day.

There shall be a scheduled full day at the end of the second (2<sup>nd</sup>) marking period to allow Employees time to finalize quarter grades and prepare for the subsequent marking period.

During the professional work year, the Administration shall schedule two half (½) day professional development days. The placement of the days in the professional work year shall be at the discretion of the Administration.

The school calendar will also include one-half (½) days for students and staff before the Thanksgiving and Winter vacations.

In the event a District school or schools are closed early due to inclement weather, a natural disaster, electrical or power failure, or other similar event, Employees are required to remain at the school for a maximum of 45 minutes following the last bus leaving the building, or until the principal or Superintendent dismisses them, whichever is earlier. There will be no meetings or trainings scheduled during this time.

Under special circumstances, a situation may arise that require student supervision during emergencies beyond the regular dismissal time for students. After the emergency has concluded, the Parties shall meet to discuss whether any compensation may be owed for such additional service.

Department of Pupil Services:

- Secondary School Counselors shall work a maximum extra twenty days after the contractual year and prior to the start of the next one as determined by the Superintendent or designee. Each day shall be paid at the employee's per diem rate. The days shall be mutually agreed upon by May 15<sup>th</sup> and set by the Superintendent or designee.
- Nurses and School Psychologists shall work a maximum of fifty (50) hours after the contractual year and prior to the start of the next one as determined by the Superintendent or designee. The hours shall be mutually agreed upon with the Superintendent or designee. These hours worked shall be paid at the employee's per diem hourly rate.
- For the above two categories of employees, the extended work year shall begin in the summer of 2023, which may include dates that pre-date the start of this contract. The parties agree the extended work year for these employees shall begin in the summer of 2023 under the terms identified herein.

#### E. SCHOOL DAY

The district may structure the school day in a manner that will best meet the needs of the students. The school day for all Employees shall be seven (7) hours and thirty (30) minutes, including a thirty (30) minute duty free lunch and two (2) preparation periods. One preparation period shall occur during the student day and one shall occur either before or after the student day. Preparation time for employees may differ at the elementary and secondary level.

An employee's preparation period during the student day shall be broken into two parts:

- one-half shall be uninterrupted, employee-directed, noncontact time.
- One-half shall allow the Administration to utilize the time for District-directed activities which may include meetings, duties, and/or class coverage at the District's prerogative. Duties shall not exceed forty-five (45) days per school year per employee. Class coverage shall not exceed forty-five (45) days per school year, per employee.

Employees shall be able to volunteer to use any part of their preparation time for coverage which shall result in the accrual of sick time. These employees shall receive priority coverage status. The exchange shall be a minute of coverage shall accrue a minute of sick time. Earned time shall be accrued once an employee earns a half day. They shall be used in full or half day increments. If an employee is not on this list and is pulled during District direct activities as outlined above, no accrual of sick time will occur.

Employees shall also be provided pre or post student day preparation period. During this time period the Administration may utilize this time for faculty meetings, IEP meetings, or other similar initiatives two times a week not to exceed six times per month. During this time period, employees shall make themselves available to any informal student remediation needs or questions.

These guidelines shall apply except for emergency situations. The District shall make reasonable effort to provide substitute coverage in an emergency situation in which it is required. Employee coverage for emergency situations shall be on a rotating basis. An athletic event is not considered emergency coverage.

#### F. OTHER EMPLOYEE BENEFITS

The parties agree that other Employee benefits and rights to be provided under this Agreement are accurately reflected in Appendices B, C, and D, and E attached to and made a part of this Agreement.

### ARTICLE IX

#### A. PROTECTION: EMPLOYEES, STUDENTS AND PROPERTY

##### 1. Unsafe and Hazardous Conditions:

Employees shall not be required to work under unsafe or hazardous conditions or perform tasks which endanger their health, safety or well-being.

### ARTICLE X

#### A. GRIEVANCE PROCEDURE

The parties agree that grievances which arise out of the interpretation of this Agreement shall be resolved in accordance with the grievance procedure described in Appendix C, attached hereto and made part of this Agreement.

B. EMPLOYEE EVALUATION

1. Open Evaluation:

All monitoring or observation of the work performance of an Employee for the purpose of observation and evaluation shall be conducted openly and with full knowledge of the Employee.

Any classroom teacher who is assigned by the Administration to cover/instruct outside of their regular assignment for more than twenty (20) percent of the total instructional time scheduled for that teacher in any school year have that fact noted on his/her evaluation.

2. Evaluation by Authorized Personnel:

Employees shall be evaluated and rated only by persons authorized to do so by the School Code of 1949, as amended.

3. Personnel File or Other Files:

Any Employee shall have the right, upon request, to review the contents of his/her personnel file and to make copies of any documents contained therein. An Employee shall be entitled to have a representative of the Association accompany him/her during such review.

No official report, which incorporates any derogatory statement about an Employee, shall be filed by an Administrator or supervisor in an Employee's personnel file unless the Employee is sent a dated copy at the same time. The Employee shall have the right to submit a response to the report or statement in the Employee's personnel file consistent with Pennsylvania Law. Nothing in this language shall prevent the administrator or supervisor from filing reports required by law to third parties. Such filing of reports can be done to third parties without notifying the Employee if required by law to do so.

The provisions of paragraphs one and two above shall not be construed to give the Employee the right to inspect committee minutes and/or reports and/or placement bureau or former employer's reports relating to the initial employment or promotion process.

4. Transfers:

The Board recognizes that it is desirable in making assignments, where vacancies exist, to consider the interest and aspirations of its Employees. Requests by an Employee for a transfer to a different class, building or position shall be made in writing. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. The Board and/or administration shall act upon such request within a reasonable time after receipt thereof. Where such vacancy, in fact, exists, with respect to filling such vacancy, final judgment rests with the Board.

Every effort shall be made to notify Employees of involuntary transfers of position by May 15<sup>th</sup> of each school year. If an involuntary transfer of position is made with less than thirty days notice to begin the position, the employee shall be granted time up to twenty-one hours during the school day with a substitute and/or at the Extra Duty Extra Pay rate.

5. Posting of Vacancies:

For any vacancy in any professional position, the Board shall provide all employees written notice through the District intranet system.

Any Employee may apply for such openings. In filling such openings, the Board will give due weight to the professional background and attainment of all applicants but final decision shall rest with the Board.

**ARTICLE XI**

A. LONG TERM SUBSTITUTES

1. Long term substitutes are defined as those Employees hired to fill one Employee's position on a temporary basis for sixty (60) days or longer. Once it is definitely known that an Employee is a long term substitute, the School District shall so notify the Employee and provide the contractually mandated benefits until the last day on which the long term substitute is employed.

2. Long term substitutes shall be placed on Step I of the Bachelor's Salary Schedule. In the event a long term substitute is employed for more than one year by the Saucon Valley School District, said Employee shall be advanced to the next step on the applicable salary schedule in the column in which the Employee is degreed. This provision shall apply only to those Employees who are subsequently hired on a permanent basis. At the discretion of the District said Employee may be hired on a permanent basis at a step higher than the applicable step in consideration of the Employee's past experience outside the Saucon Valley School District and in conjunction with the provisions set forth in the Agreement.

3. Long term substitutes shall be entitled to single employee coverage from the least costly health plan offered by the District. Healthcare benefits for long-term substitutes need not be provided unless the substitute is employed by the District for 60 consecutive days.

4. Long-term substitutes will not be entitled to tuition reimbursement.

5. Long-term substitutes that are employed for more than half of a school year shall be provided a mentor. Mentor compensation shall be prorated consistent with the term of the Long-Term substitute.

6. Employees who are hired for less than one year shall have the benefits provided for in Appendix B-6, personal illness/family illness, and Appendix B-13, personal days, pro-rated for the period of employment.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures the day and date above written and at the same time have affixed their signatures to Appendix A, Appendix B, Appendix C, and Appendix D, all of which are incorporated herein by reference, the parties intending to be legally bound.

SAUCON VALLEY SCHOOL DISTRICT

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

Agreement approved by the Board of School Directors on \_\_\_\_\_, 2023.

SAUCON VALLEY EDUCATION ASSOCIATION

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

Agreement ratified by the Saucon Valley Education Association on \_\_\_\_\_, 2023.

## APPENDIX A

The salary schedules for the five years of this contract are presented below. Step Movement and Column movement shall be provided in all five years of the Agreement.

Effective starting July 1, 2023, the following restrictions shall be in place for employees regarding the former M+60 column:

- The parties shall maintain a list of all employees that are currently on the M+60 column by the District and the Association. Employees completing the parameters below shall be added to the list when appropriate.
- Each cell of the M+60 column shall receive a two thousand (\$2,000.00) dollar on-scale raise consistent with the other columns in the salary schedule for the life of the contract.
- No more employees shall move to the M+60 column going forward unless they meet the following parameters (the two parties shall maintain a list of the employees who meet this criteria):
  - The employee shall be in the M+30 column or the M+45 column at the beginning of the 2023-2024 school year.
  - The employee shall be enrolled in an approved program as of the March 2023 GSC meeting.
  - The employee shall complete the approved program according to the following timeline:
    - An employee in the M+45 column must meet the eligibility and move to the M+60 column by the beginning of the 2025-2026 school year.
    - An employee in the M+30 column must meet the eligibility and move to the M+60 column by the beginning of the 2028-2029 school year.

A \$1,000 longevity payment shall be made to an employee as part of salary during a three-year window of employment after attaining the age of 55. The payment shall be paid to an employee who has met the age requirements, has completed at least fifteen years of service with the Saucon Valley School District, and on M+45. The employee shall become eligible for the payment upon achieving the criteria noted above. The first payment shall commence with the first pay of the next school year after the employee's 55<sup>th</sup> birthday and be paid in equal installments throughout all pays during the school year. Additional \$1,000.00 payments shall occur in the next two professional work years should the employee remain employed with the District. These payments shall not compound each year. Payment may be prorated due to unpaid leaves of absence that immediately precede a retirement.

For the 2023-2024 School Year: Members that become eligible for this payment shall receive three years of benefit regardless of current age greater than 55 as long as they maintain employment with the District in subsequent professional work years to earn the benefit.

**APPENDIX “A”**

SAUCON VALLEY										
2023-2024										
Salary Schedule										
From Top	Step	B	B+15	M	M+6	M+12	M+18	M+24	M+30	M+45
13	1	57,182	59,510	61,960	63,431	64,945	66,505	68,112	69,796	72,607
12	2	58,425	60,825	63,351	64,867	66,428	68,036	69,693	71,399	74,327
11	3	59,710	62,184	64,789	66,351	67,961	69,619	71,326	73,085	76,104
10	4	61,129	63,590	66,275	67,886	69,545	71,254	73,015	74,828	77,940
9	5	62,413	65,043	67,811	69,471	71,182	72,944	74,759	76,628	79,837
8	6	63,833	66,544	69,398	71,110	72,874	74,690	76,561	78,488	81,796
7	7	65,301	68,096	71,038	72,803	74,621	76,494	78,063	80,409	83,820
6	8	66,819	69,700	72,733	74,552	76,427	78,357	80,346	82,394	85,910
5	9	68,387	71,357	74,484	76,360	78,292	80,282	82,332	84,444	88,068
4	10	70,007	73,069	76,293	78,227	80,219	82,271	84,384	86,561	90,298
3	11	71,682	74,838	78,162	80,155	82,209	84,324	86,503	88,747	92,600
2	12	73,412	76,666	80,092	82,148	84,265	86,445	88,692	91,005	94,977
1	13	75,199	78,554	82,086	84,205	86,388	88,636	90,952	93,337	97,431
Top	14	77,046	80,505	84,146	86,330	88,581	90,898	93,285	95,744	99,965

SAUCON VALLEY										
2024-2025										
Salary Schedule										
From Top	Step	B	B+15	M	M+6	M+12	M+18	M+24	M+30	M+45
13	1	59,182	61,510	63,960	65,431	66,945	68,505	70,112	71,796	74,607
12	2	60,425	62,825	65,351	66,867	68,428	70,036	71,693	73,399	76,327
11	3	61,710	64,184	66,789	68,351	69,961	71,619	73,326	75,085	78,104
10	4	63,129	65,590	68,275	69,886	71,545	73,254	75,015	76,828	79,940
9	5	64,413	67,043	69,811	71,471	73,182	74,944	76,759	78,628	81,837
8	6	65,833	68,544	71,398	73,110	74,874	76,690	78,561	80,488	83,796
7	7	67,301	70,096	73,038	74,803	76,621	78,494	80,063	82,409	85,820
6	8	68,819	71,700	74,733	76,552	78,427	80,357	82,346	84,394	87,910
5	9	70,387	73,357	76,484	78,360	80,292	82,282	84,332	86,444	90,068
4	10	72,007	75,069	78,293	80,227	82,219	84,271	86,384	88,561	92,298
3	11	73,682	76,838	80,162	82,155	84,209	86,324	88,503	90,747	94,600
2	12	75,412	78,666	82,092	84,148	86,265	88,445	90,692	93,005	96,977
1	13	77,199	80,554	84,086	86,205	88,388	90,636	92,952	95,337	99,431
Top	14	79,046	82,505	86,146	88,330	90,581	92,898	95,285	97,744	101,965

**SAUCON VALLEY**

2025-2026

**Salary Schedule**

From Top	Step	B	B+15	M	M+6	M+12	M+18	M+24	M+30	M+45
13	1	61,182	63,510	65,960	67,431	68,945	70,505	72,112	73,796	76,607
12	2	62,425	64,825	67,351	68,867	70,428	72,036	73,693	75,399	78,327
11	3	63,710	66,184	68,789	70,351	71,961	73,619	75,326	77,085	80,104
10	4	65,129	67,590	70,275	71,886	73,545	75,254	77,015	78,828	81,940
9	5	66,413	69,043	71,811	73,471	75,182	76,944	78,759	80,628	83,837
8	6	67,833	70,544	73,398	75,110	76,874	78,690	80,561	82,488	85,796
7	7	69,301	72,096	75,038	76,803	78,621	80,494	82,063	84,409	87,820
6	8	70,819	73,700	76,733	78,552	80,427	82,357	84,346	86,394	89,910
5	9	72,387	75,357	78,484	80,360	82,292	84,282	86,332	88,444	92,068
4	10	74,007	77,069	80,293	82,227	84,219	86,271	88,384	90,561	94,298
3	11	75,682	78,838	82,162	84,155	86,209	88,324	90,503	92,747	96,600
2	12	77,412	80,666	84,092	86,148	88,265	90,445	92,692	95,005	98,977
1	13	79,199	82,554	86,086	88,205	90,388	92,636	94,952	97,337	101,431
Top	14	81,046	84,505	88,146	90,330	92,581	94,898	97,285	99,744	103,965

**SAUCON VALLEY**

2026-2027

**Salary Schedule**

From Top	Step	B	B+15	M	M+6	M+12	M+18	M+24	M+30	M+45
13	1	63,182	65,510	67,960	69,431	70,945	72,505	74,112	75,796	78,607
12	2	64,425	66,825	69,351	70,867	72,428	74,036	75,693	77,399	80,327
11	3	65,710	68,184	70,789	72,351	73,961	75,619	77,326	79,085	82,104
10	4	67,129	69,590	72,275	73,886	75,545	77,254	79,015	80,828	83,940
9	5	68,413	71,043	73,811	75,471	77,182	78,944	80,759	82,628	85,837
8	6	69,833	72,544	75,398	77,110	78,874	80,690	82,561	84,488	87,796
7	7	71,301	74,096	77,038	78,803	80,621	82,494	84,063	86,409	89,820
6	8	72,819	75,700	78,733	80,552	82,427	84,357	86,346	88,394	91,910
5	9	74,387	77,357	80,484	82,360	84,292	86,282	88,332	90,444	94,068
4	10	76,007	79,069	82,293	84,227	86,219	88,271	90,384	92,561	96,298
3	11	77,682	80,838	84,162	86,155	88,209	90,324	92,503	94,747	98,600
2	12	79,412	82,666	86,092	88,148	90,265	92,445	94,692	97,005	100,977
1	13	81,199	84,554	88,086	90,205	92,388	94,636	96,952	99,337	103,431
Top	14	83,046	86,505	90,146	92,330	94,581	96,898	99,285	101,744	105,965

**SAUCON VALLEY**

2027-2028

**Salary Schedule**

From Top	Step	B	B+15	M	M+6	M+12	M+18	M+24	M+30	M+45
13	1	65,182	67,510	69,960	71,431	72,945	74,505	76,112	77,796	80,607
12	2	66,425	68,825	71,351	72,867	74,428	76,036	77,693	79,399	82,327
11	3	67,710	70,184	72,789	74,351	75,961	77,619	79,326	81,085	84,104
10	4	69,129	71,590	74,275	75,886	77,545	79,254	81,015	82,828	85,940
9	5	70,413	73,043	75,811	77,471	79,182	80,944	82,759	84,628	87,837
8	6	71,833	74,544	77,398	79,110	80,874	82,690	84,561	86,488	89,796
7	7	73,301	76,096	79,038	80,803	82,621	84,494	86,063	88,409	91,820
6	8	74,819	77,700	80,733	82,552	84,427	86,357	88,346	90,394	93,910
5	9	76,387	79,357	82,484	84,360	86,292	88,282	90,332	92,444	96,068
4	10	78,007	81,069	84,293	86,227	88,219	90,271	92,384	94,561	98,298
3	11	79,682	82,838	86,162	88,155	90,209	92,324	94,503	96,747	100,600
2	12	81,412	84,666	88,092	90,148	92,265	94,445	96,692	99,005	102,977
1	13	83,199	86,554	90,086	92,205	94,388	96,636	98,952	101,337	105,431
Top	14	85,046	88,505	92,146	94,330	96,581	98,898	101,285	103,744	107,965

## APPENDIX B

### OTHER EMPLOYEE BENEFITS

#### 1. BLUE CROSS COVERAGE AND PRESCRIPTION PLAN

##### A. Blue Cross Coverage

The Saucon Valley School District shall purchase and provide for each Employee and their family (including spouse and children to the age of twenty-six (26) or the age required pursuant to federal law); a PPO program as presently offered except as enumerated below. Further, the District may offer alternate plans on a voluntary basis.

A long-term substitute shall be entitled to healthcare benefits in accordance with Article XI herein.

2. The Saucon Valley School District shall make available two PPO plan options for District employees in accordance with the following provisions.

The PPO Plan 1 whose plan design is attached at Appendix E to this Agreement shall be made available with employees contributing the following percentage to the total cost of the annual premium.

- 2023-2024 - 10 percent
- 2024-2025 - 10.5 percent
- 2025-2026 - 11 percent
- 2026-2027 - 11.5 percent
- 2027-2028 - 12.5 percent

The PPO Plan 2 whose plan design is attached at Appendix E to this Agreement shall be made available with employees contributing the following percentage to the total cost of the annual premium.

- 2023-2024 - 3 percent
- 2024-2025 - 3.5 percent
- 2025-2026 - 4 percent
- 2026-2027 - 5 percent
- 2027-2028 - 6 percent

Monthly premium share shall begin on September 1 of each year of the contract. The monthly premium share will be taken in equal bi-weekly amounts. The twelve months of premium cost share will be apportioned among available payroll checks.

For all employees hired on or after July 1, 2021, the only plan available to participate in shall be the PPO Plan 2.

The District shall make available to Employees a Section 125 Plan for the above premium share contributions as a pretax deduction.

The District must provide written information to all Employees regarding all health care programs offered by the District.

A. Spousal Coordination of Benefits

Effective September 1, 2023, spousal healthcare coverage will only be extended to employees whose spouse is unable to obtain healthcare through their employer. In the event a spouse can obtain coverage through their employer, they are not eligible to be on the Saucon Valley plan.

B. Cost Containment Provisions

The following provisions have been agreed to for the purpose of assisting the District in containing the cost of providing medical benefits to its Employees and limiting the future increases in those costs.

1. Employees who are enrolled in healthcare benefit coverage under the District medical plan and discontinue District-provided coverage at any time by providing proof of coverage elsewhere shall receive a recurring bonus payment of \$1,000 each school year. The bonus payment shall be paid across all pays of the school year. Married spouses who both work for the District shall not be eligible for the payment. Employees shall receive this full bonus so long as they remain off the plan for a full year. In the event an employee leaves or returns to the District plan during the year the payment herein shall be prorated based on when the employee left or returned to the District plan.

2. Employees may re-enroll in the plan under two circumstances:

- a qualifying life event as defined by the District's benefits plan
- at the next regularly scheduled open enrollment.

3. If such Employees later wish to re-enroll in a District paid medical plan they may do so at open enrollment and without a penalty.

4. Precise terms and conditions of all group insurance benefits shall be described by the master plan or master contract issued by the carrier.

C. Prescription Drug Plan

The Saucon Valley School District shall purchase and provide for each Employee and their family (includes spouse and children to the age of twenty-six (26) or the age required pursuant to federal law), the Caremark Prescription Drug Plan, or at least its equivalent. Effective for the 2018-2019 school year, Employees will be required to participate in a restricted generic substitution program.

Restricted Generic Substitution: If a generic is available and the member wants a brand, the member will pay the brand (either preferred or non-preferred) copay plus the difference in the cost between generic and brand. However, if the member's doctor writes the script for "dispense as written" (DAW) then the patient only pays the preferred or non-preferred brand copay.

The copayments and any applicable RX deductibles are listed in Appendix E.

D. Health Insurance

The parties agree that should the Board desire to replace the health benefits insurance described elsewhere in this Agreement, the Board may do so only upon the following conditions:

1. Under no circumstances may the health benefits insurance be reduced in any way below the coverage presently provided.
2. There may be no break or discontinuance in present benefits.
3. Any other provider of health benefits insurance must provide insurance that is generally acceptable to hospitals in the area of the Lehigh Valley.
4. Any other provider of health benefits insurance must have a reputation for making payments within a reasonable amount of time.
5. Any financial benefits resulting from a change of carriers shall accrue to the benefit of the Board only and shall not be the subject of negotiations.
6. Finally, the parties agree that any change of carriers shall be by mutual Agreement.
7. The Association agrees to implement carrier mandated benefit and policy changes that apply to all of a carrier's clients.

3. DENTAL COVERAGE

The School District shall purchase the Dental Service Plan of Delta Dental of Pennsylvania. The District retains its right to select insurance carriers for other dental insurance programs pursuant to its own policy and/or any mutuality of agreement existing between the District and the Association. The parties hereby mutually agree that the schedule of benefits and principle features of the:

Capital PPO – Group 500046  
Scripts Prescription Drug Plan – Group 500046

Vision Benefits of America: Managed Vision Care Option II  
Delta Dental Plan – Employee Group #1171 – Dependent Group #1190

The above-referenced plans are herewith agreed to by said parties and are incorporated herein by reference thereto. Said schedule of benefits and principle features are stored in the office of the Saucon Valley School District Business Manager, the Saucon Valley Education Association, and the Service Center of the PSEA/NEA.

In addition to the benefits provided by the above-mentioned Delta Dental Group Plans, each member of the Employee group, as well as the dependent group, shall be entitled to a maximum benefit of \$2,000 per year for the life of the Agreement. Said schedule of benefits and principle features have been duly signed and dated by the appropriate signatories of this Agreement.

4. RETIREMENT BENEFIT

A. The District shall pay Employees retiring, who have taught in the District at least five (5) years, the sum of fifty (\$50) per day for each day of unused accumulated sick leave. To receive this benefit, employees shall retire the day after the last professional day of the professional contract year.

B. Death in Service – In the case of death of any Employee of the District, the payment provided above shall be made to the estate of the deceased Employee.

5. RETIREMENT INCENTIVE

The District will pay for individual medical insurance, not to include dental, vision or life insurance coverage, until the age of 65 or for a maximum of six (6) years following the date of retirement, whichever is sooner for each bargaining unit member who meets the eligibility requirements below. If this age requirement is declared to be in violation of ADEA by any court of competent jurisdiction, the parties agree that the age requirement shall become null and void and shall immediately be replaced by the phrase “for six (6) years following the date of retirement.” Payment to be made by the District for the term of this obligation shall be limited to the monthly premium rates in effect for the year in which the Employee elects to retire. Retirees shall receive the same plan as active Employees.

Employees shall be obligated to pay a co-payment of \$100 per month for health insurance coverage. This co-payment and any additional monthly amounts resulting from any premium increase shall be paid by the retired Employee to the Business Manager on or before the tenth of the month preceding the month that the premium is due. Notice of any premium increase will be provided to the retired Employee at his/her last known address indicated in the District records, as furnished by the retiring Employee. Failure of the retired Employee to pay additional amounts due will result in immediate and permanent termination of health insurance coverage.

The Employee may also purchase health insurance coverage for his/her spouse at the District group rate upon notifying the District of such an election and paying the first month’s premium to the Business Manager one month prior to the Employee’s date of retirement. This full payment shall

be paid by the retired Employee to the Business Manager on or before the tenth of the month preceding the month that the premium is due.

In lieu of receiving contributions toward the purchase of health insurance, an Employee shall have the right to elect a bonus equal to 50% of the current cost of the District's obligation to provide health care payments provided that such a bonus election be made within thirty (30) days of retirement.

A. Eligibility Requirements:

1. The individual must be an Employee with the Saucon Valley School District covered by the Association on the date on which retirement is elected.
2. The Employee must be 55 years of age or older and have worked with the Saucon Valley School District for fifteen years as a professional employee.
3. The Employer must notify the District of his/her intention to retire in writing by no later than February 1 of the year of retirement. To receive this benefit, employees shall retire the day after the last professional day of the professional contract year.

B. Income Protection

The Saucon Valley School District shall purchase and provide for each Employee an Integrated Income Protection Plan that provides a maximum benefit of two (2) years for sickness and five (5) years for accidental injury. The benefit shall begin after 30 consecutive days or exhaustion of sick days, whichever is later. The benefit level shall be equal to 50% of the Employee's monthly salary to a maximum of \$3,000 per month and shall be integrated with any disability retirement or social security benefits the Employee is receiving so that the Plan's obligation is reduced by the level of such benefits.

Benefits under this provision shall not commence until all accumulated sick leave is exhausted. The Saucon Valley School District shall maintain all health care benefits, including but not limited to, medical, dental, and vision care, on behalf of an Employee while he/she is disabled for a maximum of two years.

C. Life Insurance

The Saucon Valley School District shall purchase and provide a group life and accidental death and disability policy in the amount of the Employee's annual base salary payable to the beneficiary named by the insured in the event of the insured's death during the term of this Agreement. The amount payable shall be rounded to the nearest thousand.

It is further agreed that in the event that the Employee's annual base salary is less than \$20,000, the amount of the policy will be \$20,000.

Employees shall have the right to purchase additional insurance at the terms set forth from the same insurance company and, upon written request from the Employee, premiums may be deducted from the Employee's salary.

6. PERSONAL ILLNESS, FAMILY ILLNESS

Ten (10) days per year cumulative and usable during any year are available for illness or accident (except in other remunerative work). A physician's certificate may be required if abuse is suspected. No more than twelve (12) days each school year are available for illness in the immediate family and are charged to sick leave.

7. BEREAVEMENT

Death in the Immediate Family: Whenever an employee is absent from duty because of death in the immediate family of the member, there shall be no deduction in salary or sick days charged for absence from the first day of death up to and including the first working day after the funeral, to a maximum of five (5) days. Up to two of the allotted days may be reserved for a date in which memorial services, observations, and/or estate business are to take place involving the deceased immediate family member. Members of the immediate family are defined as father, stepfather, mother, stepmother, son, stepson, daughter, stepdaughter, husband, wife, or any person with whom the employee has made his or her home. The Superintendent or designee may extend the period of absence with pay at his/her discretion as the exigencies of the case may warrant.

Death of Other Immediate Family: Whenever an employee is absent from duty because of death in the immediate family of the member, there shall be no deduction in salary or sick days charged for absence from the first day of death up to and including the first working day after the funeral, to a maximum of three (3) days. One of the allotted days may be reserved for a date in which memorial services, observations, and/or estate business are to take place involving the deceased immediate family member. Relatives in this clause are defined as brother, stepbrother, sister, stepsister, grandparent, step-grandparent, grandchildren, and parent-in-law. The Superintendent or designee may extend the period of absence with pay at his/her discretion as the exigencies of the case may warrant.

Death of Other Relative: Whenever an employee is absent from duty because of death of other relative, there shall be no deduction in salary or sick days charged for absence on the day of the funeral. Other relatives are defined as son-in-law, daughter-in-law, brother-in-law, sister-in-law, first cousin, grandparent-in-law, aunt, uncle, niece, nephew, and parent of employee's child if child is under the age of eighteen. The Superintendent or designee may extend the period of absence with pay at his/her discretion as the exigencies of the case may warrant. Additional time may be allowed in case of long distance provided permission is secured from the Superintendent or his/her designee in advance.

8. EMPLOYEE ABSENCE

Attendance at Employee meetings within budgetary allowance is allowable with permission of the immediate supervisor and the Superintendent.

9. SABBATICAL LEAVE

In accordance with Sections 1166 through 1171 of the Public School Code with six (6) months previous approval except where health reasons do not permit.

10. MATERNITY LEAVE

The Board and Association agree to comply with all relevant current statutes with respect to pregnant Employees.

11. MILITARY LEAVE

See Sections 1176 through 1181 and Section 3301 of the Public School Code.

12. PERSONAL DAY

Employees shall be entitled to three (3) personal days per school year. Such personal days may be taken on the day before or after a holiday with two (2) weeks notice, and approval by the school principal. In all other instances, written request must be made to the school principal at least three (3) calendar days prior to such "personal day" except in case of an emergency. The school principal will grant the "personal day" requested by said Employee, except where the granting of such request will have a disruptive effect on the educational program for that day, and in no event may more than ten percent (10%) of the Employees in that school on any single day, except with concurrent approval of the Superintendent. One personal day may be used per year as an unscheduled personal day. One personal day may be used per year on half-day increments. Personal days shall be cumulative to a maximum of five (5) personal days. Employees may utilize up to five (5) accumulated personal days per year. Any personal leave in excess of five (5) personal days at the end of each school year shall accumulate as sick leave to a maximum of two (2) per year.

13. FAMILY AND MEDICAL LEAVE ACT

The parties recognize and agree to comply with the rights of the District and the Employees under the Family and Medical Leave Act (FMLA) of 1993. Any Employee entitled to FMLA leave may have the option to use up to thirty (30) days of sick leave prior to enacting the 12 weeks of guaranteed leave time within each year provided by the FMLA. FMLA leave must be used concurrently with all leaves after the optional use of the thirty (30) days of sick leave. The District shall post appropriate notices approved by the U.S. Department of Labor advising Employees of their rights under the Act. A year shall be deemed to be July 1 through June 30.

14. GRADUATE STUDY - REIMBURSEMENT FOR TUITION AND SALARY COMPENSATION

A. Objectives of Graduate Study

Graduate study, consisting of Degree Programs, Certifications, Accreditations, and Endorsements, should fulfill the instructional needs and objectives of the District, and enhance the subject expertise and capability of the Employees.

The sequence of graduate study should accomplish the logical progression of professional development, differentiated for each Employee, and should not be repetitive over the span of courses and programs.

B. Graduate Study Committee (GSC)

A Committee to oversee the management of Master's and Post Master's Degree courses and approved providers and any other matters related to this section is established through this section of the Agreement. The Committee shall operate according to the following:

The Committee shall be known as the Graduate Study Committee (GSC).

1. The Committee shall be comprised of one (1) District Office Administrator, one (1) member from the Board, and one (1) member of the Association. Substitution of members is permitted to allow the smooth functioning of the Committee.
2. Minutes of each meeting will be kept and supplied to each of the constituent groups represented. In addition, minutes and records of each meeting will be housed in the District Office and are available for examination by District personnel.
3. The GSC will meet one time per month to address concerns relevant to this section. A calendar of meetings shall be established prior to the start of each school year. The GSC may cancel a meeting for a given a month when it is the consensus of the members that there is no new business to discuss.
4. The GSC's decisions must be approved by a majority vote.
5. Employees may appear before the GSC for further explanations of the Employees request.
6. The GSC has the authority to consider alternative institutions for different types of graduate study.
7. As a result of the range of District objectives and the variation of individual teacher professional development, no decisions of the GSC under any prior Collective Bargaining Agreement relating to course approval, program approval, and tuition reimbursement shall constitute either a past practice or precedent for future decisions.

C. Eligibility for Benefits.

A school year shall be defined as beginning on July 1 and ending June 30 of each Agreement year.

The Employee must be employed by the District at the time of graduate course enrollment and at the time of tuition reimbursement. Applications for course / program approvals shall be made directly to the Graduate Study Committee (GSC).

Applications shall include the requested course, the program of which the course is a component, and the related program courses, either completed or anticipated. The application shall include a statement of the professional development objective and the instructional benefit to the District.

The submission of course requests must be made in time for the GSC to regularly meet before the start of the requested course. The GSC will notify the Employee of acceptance or denial of the application within 1 week of the monthly meeting of the GSC.

The responsibilities of the Graduate Study Committee (GSC) are defined in Part II of this Section.

D. Qualification of Graduate Study.

The graduate work to be pursued must be pre-approved by the GSC. The criteria for approval by the GSC shall be the relevance of the course or Degree work to District instructional / curricular objectives, consistent with the further qualifications of this Section. Such determination shall be made by the GSC.

Each course must qualify as partial fulfillment of the requirements leading toward a Master's Degree, Second Master's Degree, Doctorate Degree, or State Certification. Certifications shall also include Accreditation or Endorsement. The institutions listed in Part VII meet all the qualifications of this Section, but courses are not limited to these institutions. The GSC may add and delete institutions from this list during the term of this contract. The GSC has sole discretion as to the qualification and approval of institutions for Degree and Certifications requests. The GSC, in its sole discretion and in unique situations, may approved a requested undergraduate course to the extent that such a course fulfils the instructional and curricular objections of the District as defined herein.

It is understood that that post-Masters graduate study between M and M45 shall not be repetitive of previous graduate study.

It is understood that graduate study encompassing the M45 column must have included at least one post-Masters Degree or two certifications, the absence of which will limit the teacher professional development to the M30 column.

It is understood that program approval requires separate approval of each course taken in the approved program.

It is understood and agreed that only the first Master's Degree will result in salary compensation at the M column of the salary schedule. It is additionally understood that a Masters Degree is required for advancement beyond the M column of the salary schedule. It is understood that all Employees as of the inception of this Agreement having a Masters equivalent will be considered as having a Masters Degree for satisfaction of the above eligibility requirements.

The Specialist Certifications that may be approved by the GSC shall include: Technology Specialist, Curriculum and Instruction Supervision, Principalship, Special Education Supervision, Reading Specialist, and School Psychologist.

Teacher Certification programs shall be completed within three years. Master's Degree programs and State Specialist Certification programs shall be completed within six years, and Doctorate Degrees within 12 years of starting the program, or as required by the graduate institution.

It is understood that individual courses not within a program, Degree, or Certification could be considered for tuition reimbursement and salary compensation by the GSC, to the extent such proposed individual courses are consistent with specific professional development objectives of the District at the discretion of the GSC.

E. Tuition Reimbursement

The District will reimburse Employees for only graduate work that meets all the criteria of this Section and that has been approved in advance by the GSC.

The rate of reimbursement shall be the lesser of the actual tuition or 100% of the tuition rate per credit hour in effect at the East Stroudsburg University.

For Degree and Specialist candidates, the District will reimburse up to a maximum of six (6) credits per school year (July 1 through June 30<sup>th</sup>). If the graduate program requires courses be taken at a faster rate, the GSC may approve the courses for tuition reimbursement. The Employee must produce a complete list of intended courses for the program to qualify.

The Employee must, within sixty (60) days after successful completion of the course, submit to the Superintendent receipted bills or canceled checks or proof of payment. Full payment of reimbursement shall be made as soon as possible, but no later than thirty (30) days after the District has received the necessary paper work to show that the Employee has successfully completed the course work.

A grade of “B” or better in a course is required for tuition reimbursement.

Any Employee who has received benefits under this section and who voluntarily leaves the District’s employment without one year’s active service following the end of the course or courses shall be liable to repay all tuition benefits received for that course or courses taken in the preceding twelve months.

There shall be no reimbursement for any coursework under this Agreement for any Employee who has achieved the Masters+45 column placement. Employees shall be reimbursed more than M+45 for coursework to finish a program/certification that was approved on or before the March 2023 GSC Committee Meeting.

The Employees currently on the Masters +60 column who have already been approved for a program as of the date of the execution of this Agreement shall be grandfathered and be eligible for reimbursement of their pre-approved program in accordance with this section.

F. Salary Compensation

The District will apply salary compensation to Employees for only graduate work that meets all the criteria of this Section and that has been approved in advance by the GSC.

A grade of “B” or better in a course is required for credit toward salary compensation. If approved for a program/certification to progress to the last column, the employee is expected to finish the program/certification for the final column.

If approved for a program/certification that will qualify the Employee to move to a specific final column based on the approved program, the Employee shall finish the program/certification in order to qualify to move to the last possible column based on the program/certification.

By way of example, an employee who possesses a Masters and is approved for a Masters program that requires thirty-three (33) credits will be able to move to the M+6, M+12, M+18, and M+24 columns upon achieving the necessary credits to move to those specific columns. The employee shall not be permitted to move to the M+30 column until completing of the program.

The Employee must submit written notification to the GSC for salary compensation by June 15th of the preceding school year. Such notification shall include a statement of his / her intention to complete specific graduate work prior to the commencement of the ensuing school year.

The Employee shall provide to the GSC prior to September 30th the official transcript from the institution where the work was completed. Upon timely satisfaction of this requirement, the District will enact the appropriate salary compensation change retroactive to the beginning of the school year. This September 30th deadline marks the only period of graduate salary compensation adjustment for each school year. Graduate courses taken in the summer and completed before September 1st shall be credited for salary compensation in the current school year provided all other contract requirements are satisfied and that the transcript is provided to the GSC by September 30th.

Notwithstanding the foregoing, Employees will not be eligible to have more than one (1) column movement per contract year recognized by the District.

#### G. Providers

The following list of providers has been acknowledged by the GSC as meeting the requirements of this section. Inclusion on this list of these or any additional institutions added by the GSC does not satisfy or null the requirement for the GSC to approve each course at all institutions. The GSC may add institutions to this list for specific requests during the Agreement term. DeSales University

- Moravian College
- Muhlenberg College
- Cedar Crest College
- Lehigh University
- The Pennsylvania State University
- Temple University
- Villanova University
- Rutgers University
- PA System of Higher Education (Bachelors to Masters and non-Doctoral, post-Masters degree )

- Wilkes College (Bachelors to Masters only)

#### H. Exceptions

It is understood that there may be reasons for the GSC to consider exceptions to the above guidelines relative to application deadlines, course selection institution, banking of credits, sabbaticals, and degree completion with other than 30 credits. In deciding upon a requested course and/or program of studies, the GSC may take into consideration the quality of, and the number of courses previously taken by the staff member. Exceptions will generally be brought about by individual needs and preferences, which may be accommodated. The overarching consideration for the GSC in the consideration of exceptions shall be the contribution of the graduate study to the instructional objectives of the District.

#### I. Grievances

The decision of the GSC is subject to the grievance procedure with the understanding that, should the Association seek to arbitrate more than five single party decisions of the GSC during the term of this agreement, the right of the Association to grieve the decision of the GSC shall be eliminated from the agreement.

#### J. Certification and Masters (B to M)

The Superintendent shall decide the approval of courses for the initial teacher State Certification, and for the subsequent Masters Degree at 30 credits. The criteria shall be consistency with District and State requirements, as well as the contribution to District educational objectives. Decisions of the Superintendent may be appealed to the GSC.

The course rate limitation of fifteen (15) credits per year shall apply, as well as the tuition reimbursement of 100% of the East Stroudsburg rate.

A Masters Degree, not an equivalent, shall be required for further graduate study.

#### K. Advanced Degrees, Specializations, Certifications, and Accreditations (M to M45)

The GSC shall be required to approve all courses within Degree Programs and Certifications for post-Masters graduate study. The criteria shall be consistency with District and State requirements, as well as the contribution to District educational objectives.

The application for this graduate study shall include:

1. a written description of the graduate study and its objective
2. a list of all related courses in the program that are either completed, or that are expected to be applied for in order to complete the program

15. PROFESSIONAL COMPENSATION

A. When Employees are requested to perform work of a professional nature, including but not limited to, summer school teaching, night school teaching, driver education, pre-school registration, nurses physical examinations, home-bound instruction, curriculum development, and technology preparations, they shall be compensated according to the following schedule:

2023-2028 \$45.00 per hour

B. Elementary Grade Level Chairpersons

2023-2028 \$2,500

C. Middle School Team Leaders

2023-2028 \$2,500

D. Senior High Department Chairpersons

2023-2028 \$2,500

E. The number of Elementary Grade Level Chairpersons, Middle School Team Leaders, and Senior High Department Chairpersons shall be determined by the District, as the responsibility and authority for such determination is a management prerogative unless, by mutual agreement of the parties, there is a formula for such determination.

F. Tact2 Trainers utilized by the Administration for specific training shall receive a yearly stipend of \$1,000

16. VISION CARE

The District shall purchase, for the Employee and family, the vision care plan provided by Vision Benefits of America as of the expiration of the prior Collective Bargaining Agreement.

The District shall provide an annual eye exam for all Employees.

17. MILEAGE REIMBURSEMENT

Employees required to travel in the performance of their duties shall receive reimbursement for miles traveled at the rate allowed by the Internal Revenue Service, which will be approved by the Board, subjected to state and federal statutes and regulations.

18. INDUCTION PROGRAM/MENTOR SALARY

For the life of this Agreement, the Saucon Valley School District agrees to pay the Mentor Employees who participate in the Induction Program, a salary of \$500 per contract year. The District shall not schedule programs after school hours

19. CO-CURRICULAR SALARY SCHEDULE

Extracurricular and co-curricular positions and compensation, which include coaches, club advisors and any similar positions that have otherwise been a part of the previous contract shall now be set by the Board exclusively and adjusted on a year-to-year basis at the Board's discretion.

20. 403(b)/457 Accounts

Employees who qualify, and receive, the Retirement Incentive as outlined in the Professional Contract shall be entitled to the following benefit:

Any incentive payment shall be directly deposited into a 403(b) tax sheltered annuity account as a non-elective contribution and/or 457 deferred compensation plan established by the Employee.

All district contributions shall be deposited directly into a 403(b) account and/or the 457 deferred compensation plan. The 403(b) and/or 457 deferred compensation plan will be set up by the Employee with a Saucon Valley School District approved provider.

The design of this Agreement was intended to provide significant tax savings to the District and to the Employees of the District by depositing Retirement Incentive monies directly into 403(b) accounts and/or 457 deferred compensation plan, while permitting the Employees to exercise investment control over the accounts until Employees elect to withdraw amounts from the accounts.

## APPENDIX C

### GRIEVANCE PROCEDURE

#### PURPOSE

The purpose of this procedure is to resolve at the lowest possible administrative level as promptly as possible any differences that should arise between the Administration and the Employee(s) as to the meaning and application of the provisions of this Agreement. Any grievance which shall involve any claim of a violation or misapplication of any applicable existing laws, rules, procedures, regulations, administrative orders or policies not contained in this Agreement shall not be submitted to arbitration under the provisions of this Section and Section 903 of Article IX of Act 195 unless the parties shall agree in writing so to submit such grievance to arbitration. In the event such grievance by agreement shall be submitted to arbitration the decision of the arbitrator will be advisory to the parties but in any event shall not be binding upon the Administration.

#### DEFINITIONS

- A. Grievance: A complaint by an Employee or a group of Employees, that there has been a violation of the provisions of the Agreement. The specific violations shall be articulated when filing the grievance.
- B. Employee: All Members of the Teaching Unit as certified by the PLRB.
- C. Administration: A school principal, the Superintendent of Schools and his/her assistants, and the Board of Education.
- D. Calendar Day: A day of twenty-four (24) hours within the school term excluding Saturdays, Sundays, and holidays but including vacation days which are not holidays.

#### GENERAL PRINCIPLES

- A. An Employee may seek the assistance of a representative of the Saucon Valley Education Association in the presentation and/or appeal of any grievance.
- B. The failure of the Administration at any step to communicate his/her decision to the Employee within the specified time limits shall permit the Employee to proceed with his/her grievance to the next step of the procedure.
- C. If the decision of the Administration at any step of the procedure with respect to a grievance shall not be appealed to the next step within the time specified for such appeal, such grievance shall be considered settled on the basis of the decision made by the Administration.
- D. The time limits specified will be appropriately reduced, when necessary, so that Step IV of the grievance procedure will be completed prior to the close of the current school term. In the event that this is not possible, the time limit shall not exceed two (2) weeks beyond the end of the school year unless it has been mutually agreed to extend the time limits for same.

E. Forms relating to a particular grievance shall be placed in a file separate from the personnel file of the Employee and shall be held confidential.

## PROCEDURE

### Step I – Appeal to Principal

The grievance must be filed by the grievant or the Association in writing on a form to be provided by the Administration within twenty (20) calendar days of the alleged violation of the Agreement. A meeting must be held between the parties within six (6) calendar days of the grievance presentation unless it has been mutually agreed to extend the time limits for same. A decision must be rendered by Step I within ten (10) calendar days after receipt of grievance.

### Step II – Superintendent of Schools

If Step I fails to resolve the grievance to the satisfaction of the grievant and the Association, the grievance must be appealed in writing to Step II on the form provided by the Administration within ten (10) calendar days after receipt by the grievant and the Association of the decision from Step I. A meeting must be held between the parties within six (6) calendar days of the presentation of the grievance to Step II unless it has been mutually agreed to extend such time limits.

A decision must be rendered by Step II within ten (10) calendar days of the receipt of the grievance.

### Step III – The Board of School Directors

If Step II fails to resolve the grievance to the satisfaction of the grievant and the Association, the grievance must be appealed in writing to Step III, on the form provided by the Administration, with the Board of Education within six (6) calendar days of receipt by the Association of the decision from Step II.

The Board of Education shall render a decision at the next official school board meeting. If additional time is required for the study of a grievance, it may be allowed upon the mutual Agreement by both parties concerned. The School Board shall present a written disposition of the grievance to the affected parties within ten (10) calendar days of its decision.

### Step IV – Arbitration

If Step III fails to resolve the grievance to the satisfaction of the Association, the grievance may be appealed to arbitration in accordance with Section 903 of Act 195.

If arbitration is requested, the Association shall notify the Board within thirty (30) calendar days of the receipt of the Board's decision in Step III of the grievance procedure.

## **APPENDIX D**

### **LETTER OF INTENT**

It is the intent of the Saucon Valley School District to permit retiring Employees to remain in the same health insurance plan provided by this collective bargaining Agreement. When a retiring Employee initiates action with the District Business Office, the School District will carry a retiree on the group plan roll until said retiree reaches the age of sixty-five (65) or for a maximum of six (6) years following the date of retirement, whichever is sooner, provided said retiree remits the monthly premium in advance.

The School District shall not assume any responsibility for lapses in coverage due to failure to remit in a timely fashion.

**APPENDIX “E”**

Benefits	Plan 1		Plan 2 - only plan option available for new hires after July 1, 2021	
Medical:	PPO		PPO	
	In Network	Out of Network	In Network	Out of Network
Deductible: In network	\$500 / \$1000		\$750 / \$1500 / \$2250	
Out of Network		\$500 / \$1000		\$1500 / \$3000 / \$4500
PCP Copay:	\$20	20% after ded	\$25	20% after ded
Specialist Copay:	\$40	20% after ded	\$50	20% after ded
Urgent Care Copay:	\$50	20% after ded	\$75	20% after ded
ER Copay: Waived if admitted from ER.	\$130	20% after ded	\$180	20% after ded
Inpatient Hospital Stays	\$0	20% after ded	\$200 copay per admission	20% after ded
Diagnostic Testing	100% after ded	20% after ded	100% after ded	20% after ded
Hi Tech Imaging Copay (EX: MM, CT):	100% after ded	20% after ded	\$75 copay after ded	20% after ded
Outpatient Surgery Facility	\$0	20% after ded	\$50	20% after ded
PT - Unlimited; ST, OT - 10 visits	\$40	20% after ded	\$50	20% after ded
Chiropractic Copay - unlimited	\$40	20% after ded	\$50	20% after ded
Private Duty Nursing:	100% after ded	20% after ded	100% after ded	20% after ded
<b>RX: (Copays)</b>				
Retail: Tier 1:	\$10	No Benefits Available	\$20	No Benefits Available
Tier 2:	\$30		\$40	
Tier 3:	\$60		\$80	
Mail Order: Tier 1:	\$20		\$40	
Tier 2:	\$60		\$80	
Tier 3:	\$120		\$160	

**MEMORANDUM OF UNDERSTANDING - B**

The retirement incentive program of the 2005-2008 contract is eliminated for all employees hired on or after the ratification date of this agreement (Agreement approved on December 16, 2009). A retirement incentive program is described below for Employees of the district hired prior to December 16, 2009 with less than 20 years of service as of December 16, 2009.

Effective September 1, 2008, any Employee who satisfies the eligibility requirements below and who elects to retire from the Saucon Valley School District, with the exception of long-term substitutes, shall be entitled to a cash bonus at the time of retirement as follows:

completion of 1 year of service to 10.99 years of service - \$1,000/year of service

completion of 11 years of service to 14.99 years of service - \$1,200/year of service

completion of 15 years of service to 19.99 years of service - \$1,400/year of service

The eligibility requirements for this benefit are:

- (a) The number of PSERS service as of the end of the 2009-10 school year,
- (b) The individual must be an Employee with the Saucon Valley School District on the date on which retirement is elected.
- (c) The Employee must be 55 years of age or older and have been reached the top of the salary schedule and have remained there for a minimum of two years.
- (d) The Employee must notify the District of his/her intention to retire in writing by no later than February 1 of the school year of retirement with the date of retirement to be scheduled for the day after the last professional day of the contract year.

The amount of this cash bonus is fixed as of the end of the 2009-2010 school year based upon the formula above with no further increases permitted. Payment is made to the Employee on July 1 following retirement.

By the end of the 2009-2010 school year, the District will provide SVEA with a list of Employees' names containing the years of teaching service and the dollar amount of the retirement bonus.

## Facility Committee – March 8, 2023

The Facility Committee of the Saucon Valley School Board met on March 8, 2023, in the District Office Conference Room at 5:00 pm.

The following items were on the Facility Committee agenda:

- Presentation: Tremco, Inc – Roofing moisture survey, roofing solutions, updated quotes.
- Update: Transite & Windows
- Update: HVAC
- Update: Elementary School AED Relocation
- Discussion & Action: Campus Loading Dock Doors

The committee recommended moving the following items to the Finance Committee:

- Roofing
- Transite & Windows
- HVAC



# COUNTY OF NORTHAMPTON

DEPARTMENT OF ADMINISTRATION

COUNTY BOARD OF ELECTIONS

669 Washington Street

Easton, Pennsylvania 18042-7401

(610)829-6260

FAX (610)559-3736

election@norcopa.gov

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

## UPDATED AGREEMENT

February 23, 2023

### AGREEMENT FOR USE OF POLLING PLACE

We appreciate the use of your facility as a polling location, without you we cannot serve the people of Northampton County. In 2023, we will be holding Municipal Elections and we would like to confirm use of your facility.

- **The Elections for Northampton County will be held as follows:**

Primary Municipal Election: Tuesday, May 16th, 2023

General Municipal Election: Tuesday, November 7th, 2023

- **The Polling Places will be open to the public from 7:00am to 8:00pm, Prevailing Time.**

- **The Voting Machines will be delivered on the following dates:**

Primary Election: May 11<sup>th</sup>, 12<sup>th</sup>, and 15<sup>th</sup>

General Election: November 2<sup>nd</sup>, 3<sup>rd</sup> and 6<sup>th</sup>

**\*\*\*PLEASE SPECIFY ANY SPECIAL INSTRUCTIONS REGARDING DELIVERY DATES ON THIS FORM**

**- if you do not make your requests upon signing the agreement we may not be able to accommodate them**

Please note that this agreement covers two elections per year. **Please have the facility open by 6:00 a.m. for set up.** The polling place is to remain open until the completion of the vote count. Please review any automatic settings for the facility's climate control and/or lighting to ensure that they will function for the poll workers during these extended hours. By agreeing to this contract, the facility becomes a temporary government facility and therefore no changes may be made to the location without advance notice to the Board of Elections less than 60 days prior to the election. Directional and campaign signage shall be allowed on government owned property in accordance with Constitutional law. All voting locations must be ADA accessible and compliant.

**Please sign the agreement fax, email or mail it back on or before February 3, 2023.**

Respectfully,  
Northampton County Election Division

#### POLLING PLACE INFORMATION

District Administration Office Door 18

#### Contact Name

Jaime Vlasaty

#### Polling Place Phone Number

610-838-7071/610-838-7026

**CONTACTS (MUST BE AVAILABLE DAY OF MACHINE DELIVERY, PICK UP, MORNING OF ELECTION, AND THROUGH ELECTION NIGHT IN CASE OF EMERGENCY)**

**PROVIDE 2 CONTACTS AND CROSS OUT/MAKE ANY CORRECTIONS TO THE INFORMATION LISTED WITHIN BOX THAT IS NO LONGER VALID.**

**In case of an Emergency: One of the listed contacts must be available with a working mobile number the date of each election at 6am.**

**Contact Person 1: James Deegan**

**Phone Number:**

**Contact Person 2: Dave Bonenberger**

**Phone Number:**

***I hereby agree that the above may be used as a Polling Place on the noted election days.***

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Date*

Lower Saucon Twp Hellertown

0

**Confirmation**

Trip #: 3727  
Trip Date: 26-May-2023

**Saucon Valley High School**

Contact: Jeremy Kittek  
Contact Email: Jeremy.kittek@svpanthers.org

Booked Date: 06-Dec-2022

Total Vehicles: 1  
Total Passengers: 55  
Sales Person: Monica Kelly

**55 Coach ADA**

1 x \$1,595.84 = \$1,595.84

Pick Up 1	26-May-2023 9:00 AM	Saucon Valley High School	2100 Polk Valley RD Hellertown, Pa
Arrive at Destination	26-May-2023	NEW YORK CITY	
Leave Destination	26-May-2023	NEW YORK CITY	
Drop Off	26-May-2023 9:00 PM	Saucon Valley High School	2100 Polk Valley RD Hellertown, Pa

Extra Costs

Service Charge	\$159.58
Fuel Surcharge	\$159.58
Toll	\$85.00

**Total: \$2,000.00**

Deposit Paid: \$250.00  
Balance Due: \$1,750.00

TERMS & CONDITIONS: 1) Please email, fax, or mail a detailed itinerary including addresses of all locations to be visited 21 days prior to departure. 2) The chartering party is responsible for providing our driver with a single, non-smoking hotel accommodation on overnight trips unless otherwise specified. 3) The chartering party is responsible for all parking, ferry, and entrance fees incurred on the trip. 4) Driver's gratuity is not included in this price (suggested gratuity is 10% of the charter price). If we do not receive full payment and a final itinerary 1 day prior to your trip, we reserve the right to release your motorcoach. Charters booked less than 3 weeks prior to departure must be paid in full at the time of booking.

TAX: There is no sales tax on charter bus service

RESPONSIBILITY: ECC, shall not be liable for delay or non-performance resulting from road failure, road or weather conditions, labor difficulties, or any other cause beyond their control. Our maximum liability under any circumstance is the cost of the charter.

DAMAGE & INDEMNITY: The chartering party will be liable for any damage to the bus or its contents that is caused by the passengers. Only ECC motorcoach operators will be allowed to open and close luggage doors.

CARRIER: ECC reserves the right to substitute equipment, such as, another ECC vehicle, the right to use leased equipment, or lease from another carrier to fulfill this agreement.

FOOD & BEVERAGE: Food and non-alcoholic drinks are allowed on the motorcoach. Canned beer is the

**Confirmation**

Trip #: 3727

Trip Date: 26-May-2023

only alcoholic beverage that may be consumed on the motorcoach. However, special permission from our office is necessary and we do require a \$150.00 refundable damage & cleaning deposit.

**SMOKING:** Use of cigarettes, electronic cigarettes (e-cigarettes), marijuana, or chewing tobacco is strictly prohibited while on Easton Coach Company motorcoach

**VIDEO or MUSIC:** DVD players are available on all motorcoaches. Use of the video or music systems is included at no extra charge.

**ELECTRONIC:** ECC motorcoaches are equipped with a lavatory, DVD/CD player, monitors, microphone, and outlets at your seat, etc.

**FUEL SURCHARGE:** Due to the price of diesel fuel, please note our fuel surcharge policy. The customer will be charged accordingly at the time of booking. If the fuel price is \$3.48 to \$3.98, there will be a 3% surcharge, if between \$3.99 and \$4.48, there will be a 6% surcharge, if between \$4.49 and \$4.98, there will be a 8% surcharge, if between \$4.99 and \$5.48, there will be a 10% surcharge.

**SAFETY:** The chartering party agrees to respect our professional motorcoach operator's decision regarding road conditions, equipment, and safety. Federal regulations allow motorcoach operators to be on duty 15 hours per day, including a maximum of 10 hours driving. An operator must then have 8 complete hours off duty before coming back on duty. Driver will need time to fuel, pre and post trip his/her motorcoach.

**ADVERSE WEATHER CONDITIONS:** The above cancellation fees will be waived in the event of adverse weather conditions if the charter is rescheduled within one year of original booking with ECC. In the event the trip is cancelled after the driver has left our terminal the chartering party will be charged \$250 cancellation fee.

**ADA EQUIPPED VEHICLES:** Any group or passenger who requires an ADA accessible motorcoach is requested to inform us at the time of the reservation and must notify us no later than 48 hours prior to the charter's departure.

**LOST ITEMS:** ECC is not responsible for luggage or personal items left inside the motorcoach or underneath in the luggage bay.

**IDLING:** ECC takes great pride in protecting our environment and aims to always avoid unnecessary idling. Many states and large cities have anti-idling laws that do not allow motorcoaches to idle more than 3 minutes. The motorcoaches are only designed to idle with enough time to adequately heat up or cool down the cabin for travel. They will not idle while groups are at track meets, sporting events, etc.

**WEAPONS:** Weapons, whether concealed or unconcealed, are not allowed on the motorcoach at any time.

**CANCELLATION POLICY:** A full refund will be made if notice is given 30 days from departure date, excluding your \$250 nonrefundable deposit.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## NEW YORK SIGNATURE DINNER CRUISE

Friday, May 26, 2023

Boarding: 06:30 PM  
Cruising: 7:00 PM-9:30 PM  
Vessel: Spirit of New York  
Departing: 61 Chelsea Piers, New  
York, NY 10011, USA

Jeremy Kittek  
International US  
+16109055850  
jeremy.kittek@svpanthers.org

Order Number: 15402002

**Mariel Fradua**  
**62 Chelsea Piers, Suite 200 New York NY 10011 US**  
**(646) 358-3108**  
**mariel.fradua@cityexperiences.com**

### Cruise Experience

#### New York Signature Dinner Cruise

No matter the occasion, a dinner cruise in New York is sure to create an unforgettable evening. Experience a NYC Skyline Dinner Cruise on the East & Hudson Rivers. Dine the night away with friends and family and soak in NYC's skyline views with pick-ups at Chelsea Piers, NYC.

#### Cruise Includes:

- A two or two-and-a-half-hour cruise on the Hudson and East Rivers
- Delicious buffet with freshly prepared entrees, salads and desserts
- Unlimited coffee, hot tea, iced tea and water
- The best views of the Manhattan and Brooklyn skylines
- Onboard entertainment with DJ music, access to shared spaces and interactive games

#### Additional Information:

- We do our best to accommodate dietary restrictions
- Although some of our products are nut-free, this does not guarantee the products were made inside a dedicated nut-free facility.

### Enhancements

#### Student Juice & Soda Package

**Student Dinner Menu****Where to Meet**

**Chelsea Piers, New York:** Pier 61, Chelsea Piers | West 23rd and 12th Ave, New York, New York

**Transportation Requirements**

- *Please provide your Account Manager with the number of buses that your group expects to bring no later than 21 days prior to the event date.*

# Order Details

## Terms

**Deposit:** In order to hold pricing a **\$867.78** deposit must be received by **01/20/2023**.

**Guaranteed Guest Count:** Due **05/05/2023**. (21 days prior to sailing)

**Final Balance:** Due **05/05/2023**. (21 days prior to sailing)

### Tax Exempt Groups

- All tax-exempt forms must be issued from the state where boarding occurs for an order to be eligible for tax exemption.

**\*\*City Cruises will not accept check payments less than 21 days prior to the event date\*\***

- Please contact your Account Manager for additional payment options if needed.

**You and your guests will comply with all applicable health orders in effect on the date of your cruise, including without limitation vaccination requirements and masking requirements. We will comply with all health orders in effect on the date of your cruise that apply to our employees. For more information, please visit: <https://www1.nyc.gov/>**

Item/Type	Quantity	Unit Price	Total
Student Ticket Package	50	\$93.34	\$4,667.00
Student Juice & Soda Package	50		
Student Ticket	50		
Student Dinner Menu	50		
Comp Ticket - Escort	4	\$0.00	\$0.00
Repeat Client Discount	50	-\$12.31	-\$615.50
		<b>SUBTOTAL</b>	<b>\$4,051.50</b>
		FEES	\$1,199.01
		TAXES	\$0.00
		<b>TOTAL</b>	<b>\$5,250.50</b>
		DEPOSIT AMOUNT	\$867.78
		<b>DEPOSIT DUE ON</b>	<b>01/20/2023</b>

Item/Type	Quantity	Unit Price	Total
		FINAL BALANCE DUE	\$5,250.50

Please sign below to secure your reservation for 05/26/2023 from 7:00 PM to 9:30 PM and return this sheet with your deposit or payment. Contact your Sales Manager, before or after returning this sheet, to finalize the number of guests or to discuss changes to the items listed above.

## Passenger Agreement

### PASSENGER CHARTER AGREEMENT

This Passenger Charter Agreement is a legally binding agreement between Saucon Valley High School (“Charterer”) and Hornblower Cruises and Events, LLC. for the event described (“Event”) on the attached Cruise Summary. The attached Cruise Summary is incorporated by reference and made a part of this Passenger Charter Agreement, (collectively the “Agreement”).

This Agreement is between to Hornblower Cruises and Events, LLC, dba City Cruises anchored by Hornblower and Charterer, and is not enforceable by any other party.

**1. Defined Terms.** These defined terms are in addition to any other terms defined throughout this Agreement.

“City Cruises” refers to Hornblower Cruises and Events, LLC, dba City Cruises anchored by Hornblower, and for the purposes of the defenses, limitations of liability and its rights in this Agreement only, it also includes City Cruises’ Directors, Officers, agents, owners, employees, charterers (other than You) and the ship on which You have or will travel.

“Laws and Regulations” means all requirements of all laws, orders, ordinances, and regulations of the federal, state, county, and municipal authorities, the terms of this Agreement, and directives and orders from City Cruises and its employees, and the captain and personnel of the Ship.

“Passenger” refers to You (whether participating in the event or not) and any and all persons traveling under the Agreement, including all of Your guests and any of Your third-party vendors.

“You” or “Your” refers to the Charterer under this Agreement.

**2. Deposit & Payment Terms .** To secure Your Event, City Cruises requires a deposit of 50% of the total event price (“Deposit”), as shown in the Cruise Summary, along with this signed Agreement. You must provide City Cruises with a final guaranteed guest count at least twenty-one (21) days before the date of Your Event, and that guest count will then be the basis for a minimum charge for Your Event. If You do not provide City Cruises with that final guest count at least fourteen (14) days before the date of the Event, the most recent Cruise Summary calculation will be the minimum charge. If You request any menu changes to any pre-selected menu less than fourteen (14) days prior to the date of the Event, You agree to pay the full cost of any such changes as billed to You. All outstanding balances on Your total Event price (“Total”), including those based on the final guaranteed guest count, are due twenty-one (21) days before the date of the Event. City Cruises has the right to cancel Your reservation and this Agreement, and keep the total of any payments received, if any amount owed to City Cruises is not paid in full by the required payment date. Please do not risk cancellation by making late or only partial payment. All payments should be made in cash, certified check, ACH/wire, company check or credit card. If You give City Cruises a dishonored check, You agree to repay City Cruises for the full amount of the failed payment, and to pay for all costs, including reasonable attorneys’ fees, City Cruises incurs in collecting these amounts. You agree to pay any applicable Federal, state, county, or municipal transaction taxes related to this Agreement except in the case where You have submitted valid tax-exempt documentation.

**3. Number of Passengers.** You agree to pay for all guaranteed guests as determined under Section 2 on this Agreement regardless of whether they attend the Event. Passengers may be added if space is available. You agree to pay for any additional passengers You bring to the Event that exceed the number of passengers guaranteed on this Agreement at the same rate listed in the Cruise Summary. Payments for any such additional guests, or additional services You request either before or during the Event, are due at the end of the Event.

**4. Cancellation Terms.** Once You have posted Your Deposit and given City Cruises this signed Agreement that City Cruises has accepted, City Cruises will reserve the vessel, or portion thereof, for the Event (“Ship”), for the times specified and start to make all necessary arrangements. That means that City Cruises will not book a conflicting event and will be required to turn away other requests. For that reason, and because of the work City Cruises will have performed, City Cruises’ cancellation fee policy is as follows: (a) In the event City Cruises receives a written cancellation notice from You at least one hundred twenty (120) days before the date of the Event, City Cruises will retain 25% of the Total and will refund the remainder of the Deposit; (b) If City Cruises receives a written cancellation notice from You less than one hundred twenty (120) days before the date of the Event, but more than twenty-one (21) days before that date, City Cruises will retain the full Deposit; (c) If City Cruises receives a written cancellation notice from You twenty-one (21) days or less before the date of the Event, You will be liable for the full amount of the fees shown in the Total. Any deposits given to City Cruises less than twenty-four (24) hours before departure are non-refundable. Cancellations due to Force Majeure are outlined below in this Agreement.

**5. Taxes and Fees.** Applicable state and local taxes, fuel surcharge fees, administrative fees and landing fees are included in the Total. These taxes and fees are not distributed to employees. Tax-exempt groups are required to submit a tax-exempt letter from the applicable jurisdiction. Photo packages are taxed on the portion of the retail price related to estimated photo finishing costs, which is 10%. The ticket price is allocated 30% to the meal and 70% to the cruise. Any administrative fee does not represent a tip or gratuity for City Cruises’ service staff and is used to cover certain direct cruise costs related to the operation of the cruise. Similar to a banquet facility, City Cruises’ service staff is paid a higher hourly wage to provide Your onboard service. It is appropriate to leave a gratuity for any onboard purchases or if You feel that You received exceptional service. Any such gratuities will be distributed to designated team members of City Cruises’ crew who performed services for the Event and You agree that City Cruises may do so.

**6. Boarding Time, Disembarkation, & Parking.** Please refer to the Cruise Summary for the exact boarding time of Your Event. City Cruises anticipates the Ship to return to the dock approximately fifteen (15) minutes before the scheduled end time. It is expected You shall use this time for disembarkation. In the event You and Your guests have not fully disembarked the Ship within fifteen (15) minutes after the scheduled end time, City Cruises reserves the right to charge You a reasonable overtime charge.

**7. Food and Beverages.** Coffee, tea and iced tea are included with the price of Your Event. If You have not pre-purchased a bar package for Your group, alcohol and soft drinks are available for purchase on board. No food or beverage may be brought onto the Ship without City Cruises’ prior authorization, granted in City Cruises’ sole discretion. No food or beverage may be removed from the Ship.

**8. Legal Authority of Signor.** You represent and warrant to City Cruises that You are duly authorized to execute and deliver this Agreement and that this Agreement, when executed, constitutes a binding and legal obligation enforceable against You in accordance with its terms.

**9. Change in Itinerary/Cancellation.** Water travel involves uncertainties not present in land facilities. City Cruises may, in its sole discretion, remain dockside, substitute vessels, change the course or schedule of the Event, discontinue the Event, or cancel the Event for any reason. City Cruises shall have no liability arising from any such change of course or schedule, change of vessel, discontinuance, cancellation, or other failure to depart from or arrive at any port at the scheduled or announced time. Except as otherwise provided herein, if the Event is cancelled before commencement, You will be entitled, as Your exclusive remedy, to receive a refund of the total payments City Cruises has received from You for the Event. In no event will City Cruises be liable to You for any damages including but not limited to compensatory, consequential, incidental, exemplary or punitive damages.

**10. Guest Comfort and Safety.** City Cruises agrees to transport the number of Passengers stated in this Agreement. Additional passengers may be added based on availability. In the interests of safety, You may not have more guests on the Ship for the Event than the Ship is certified by the United State Coast Guard to carry. You agree to pay for all Passengers who are actually on the Ship and in any event for not less than the number of guaranteed Passengers which is based on this signed Agreement. You must provide appropriate adult chaperones over the age of 25 to accompany groups under eighteen (18) years of age. City Cruises reserves the right to require security services for the Event, at Your sole cost.

**11. Alcohol; Illegal and Controlled Substances.** City Cruises has a zero-tolerance policy. No one under the age of twenty-one (21) will be served, or may consume, alcoholic beverages onboard. City Cruises reserves the right to deny or restrict the service of alcohol to any Passengers. You may not attempt to have City Cruises serve alcohol, or Yourself serve alcohol or misrepresent the age of a Passenger, with the intention of causing consumption of alcohol on the Ship by a minor. The use of illegal or controlled substances, including marijuana, on the Ship is prohibited. Remember while

aboard the Ship Federal controlled substance laws apply, and You are subject to the jurisdiction of the United States Coast Guard. City Cruises reserves the right to discontinue the Event if illegal or controlled substances, including marijuana, are being used. No refunds or exchanges will be given. Neither may You, anyone acting for You, or Your guests bring animals, alcoholic beverages (except by special arrangement with City Cruises), explosives, firearms, illegal substances, or articles of a dangerous or damaging nature aboard the Ship. Unless City Cruises has given its express prior written approval thereto, all Passengers boarding the Ship for a Moonlight Cruise (any Event beginning after 11:00 p.m.) must be 21 years of age or older and must present a valid picture I.D. Neither City Cruises nor its employees shall be liable for any mistake in judgment making this determination.

**12. Passenger Condition/Disabled Guests.** City Cruises welcomes the opportunity to host and assist disabled guests. Please help City Cruises by telling City Cruises (preferably in writing) at the time You book Your Event, or as soon as possible, of any guest needing special assistance due to physical or mental disability requiring special accommodation during the Event. Please also let City Cruises know if a service animal is contemplated, so City Cruises can be helpful. City Cruises may limit the availability of passage if unable to accomplish an accommodation consistent with passenger safety.

**13. Passenger Screening and the Authority to Refuse Transport and Remove Passengers.** City Cruises strives to conduct a safe enjoyable Event for all guests. In accordance with the Maritime Transportation Security Act of 2002, all passengers and their belongings are subject to search as directed by City Cruises' Captain or his/her designee. City Cruises reserves the right to refuse to transport any Passenger, and to eject any Passenger at any port of call, at the Passenger's expense. If any Passenger shall be ill, injured, act in a disorderly manner, or fail to comply with the Laws and Regulations or any directive established during the Event for the general safety and comfort of others aboard the Ship, one of City Cruises' employees (most likely the Captain or his/her designee) will be the sole judge of the condition of the Passenger and the appropriate measures to be taken. Neither City Cruises nor its employees shall be liable for any mistake in judgment making this determination.

**14. Approved Activities.** Not every activity is appropriate for City Cruises' vessels. City Cruises reserves the right to approve all Event activities. Only approved activities shall take place. You agree to obtain all special permits or licenses required for Your Event at Your expense. You will deliver all required permits or licenses to City Cruises thirty (30) days prior to the Event. City Cruises shall display any permits during the Event.

**15. Compliance with Laws and Regulations.** You agree to observe and obey all the Laws and Regulations, inform all Passengers You bring with You of the Laws and Regulations, and obtain the consent of all Passengers to observe and obey the Laws and Regulations.

**16. Third Party Vendors.** You agree not to hire anyone to perform services or sell goods in the boarding area or on board the Ship unless You notify City Cruises in advance, and City Cruises reserves the right to refuse such services or goods if inappropriate. City Cruises reserves the right to require satisfactory evidence of general liability insurance naming City Cruises as an additional insured and worker's compensation insurance with a waiver of subrogation as to City Cruises from those You hire or employ to be aboard City Cruises' vessels and facilities. Anyone You hire will work only for You, and they are not City Cruises' subcontractors or employees. You agree to be solely responsible to insure, defend, indemnify and hold harmless City Cruises from any claims involving those You hire in conjunction with Your Event.

**17. Passenger Liability and Responsibility for Your Guests.** Please help City Cruises assure a safe and enjoyable time for all. (a) You are responsible for the conduct and supervision of the Passengers on the Ship, including compliance with Sections 7 (Food and Beverage), 12 (Alcohol; Illegal and Controlled Substances), and 16 (Compliance with Laws and Regulations); (b) You agree to promptly pay City Cruises for any and all loss of or damage to the Ship, any equipment, decoration or fixtures caused by You or any Passenger attending the Event, including any damage or loss caused by the failure to act in accordance with the terms of this Agreement, or a directive of the Ship's crew; (c) You will be required to reimburse City Cruises for the full replacement cost and/or any and all loss or damage to City Cruises or the Ship as a result of any material misrepresentation made by You, including but not limited to, any false statements concerning the intended activity of Your group, the falsely claimed need to provide Passengers with medical services, or the unfounded claim of injury; (d) You will be required to reimburse City Cruises for the full replacement cost and/or any and all loss or damage to City Cruises as a result of any personal injury or damage caused by Your negligent or wrongful acts or omissions or the negligent or wrongful acts or omissions of any Passenger, including any minor.

**18. Publicity.** You hereby irrevocably grant to City Cruises the right to use, reproduce, create derivative works of, publish, display, and otherwise make publicly available Your name, voice, image, likeness and any other identifying characteristics of You as contained in images, video, film or sound recordings from the Event, in any manner, on or in

City Cruises' products, merchandise, goods or for purposes of advertising, promoting or otherwise selling City Cruises' services, and soliciting purchases of, products, merchandise, goods or services, in any and all media, including its websites and social media channels, on a perpetual and worldwide basis, all without compensation to You. You release City Cruises from any liability arising from such use, including, without limitation, claims for invasion of privacy, infringement of Your right of publicity, false light and defamation. You further agree to cooperate fully with City Cruises, upon City Cruises' request, in obtaining all necessary releases from any Passengers shown or depicted in any recordings or photographs from the Event.

**19. Indemnification.** You agree to indemnify, defend, and hold City Cruises harmless for (a) any damages, liabilities, losses, penalties, fines, charges or other expense incurred by or imposed upon City Cruises, arising from or relating to any alleged negligent or wrongful act, omission or violation of Laws or Regulations by You, or any Passenger, including any minor Passenger; and (b) any liability, cost or expense (including all legal expenses) incurred by or imposed upon City Cruises, associated with the defense or settlement of any claim, directly or indirectly related to personal injury, death or property damage arising from or relating to any alleged negligent or wrongful act of You, or any Passenger. Further City Cruises agrees to indemnify and hold You harmless, including all Directors, Officers, agents, owners, affiliates and independent contractors, from any liability or costs (including reasonable legal fees) incurred in defense of any claim made by any person (including members of Your party) arising from injuries or death to persons or damage to property caused by the negligent acts or omissions of City Cruises and/or its employees.

**20. Limitation of Liability.** (a) In the event a passenger is injured, becomes ill, dies, or property is lost or damaged, city cruises will not be liable for any damages unless the occurrence was due to city cruises' negligence or willful fault. City Cruises disclaims liability under any circumstances for infliction of emotional distress, mental suffering or psychological injury which was not: (i) the result of physical injury to a passenger caused by the negligence or fault of a crewmember or the manager, agent, master, owner or operator of the ship; (ii) the result of the passenger having been at actual risk of physical injury, and such risk was caused by the negligence or fault of a crewmember or the manager, agent, master, owner or operator of the ship; or (iii) intentionally inflicted by a crewmember or the manager, agent, master, owner or operator of the ship. In no event will city cruises be liable for any consequential, incidental, exemplary or punitive damages. (b) City Cruises assumes no liability in respect of the acts or omissions of any third party. In addition to the limitations of, and exemptions from, liability granted under the agreement, City Cruises also retains any and all limitations of, and exemptions from, liability accorded to ship owners and tour operators by statute or rule of law including, without limitation, those provided for in 46 United States code app. sections 30501-30511. (c) To the maximum extent permitted by law, including 46 United States code. sections 30501-30511, You, on behalf of yourself and any and all of your heirs, successors and assigns, covenant not to sue or to institute or cause to be instituted any kinds of claim or action in any foreign, federal, state or local agency or court against City Cruises arising out of, in the course of, from or attributable to the event or the agreement.

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. In keeping with federal, state and local guidelines, City Cruises has put in place comprehensive preventative measures aimed at preventing the introduction to and the spread of COVID-19 during your event; however, despite City Cruises' mitigating efforts, City Cruises **cannot guarantee** that passengers will not be exposed to COVID-19 during your cruise. Therefore, without limiting the foregoing limitation of liability, the following terms and conditions are effective for all events:

(1) Guest assumption of risk - passengers acknowledge the contagious nature of covid-19 and that, despite City Cruises' effort to mitigate such dangers, passengers may be exposed to or infected by COVID-19 during your participation in the event, and that such exposure or infection may result in personal injury, illness, permanent disability, or death. Passengers understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of anyone. Passengers assume all of the foregoing risks and are solely responsible for any resulting injury (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, related to COVID-19, that passengers may experience or incur in connection with the event ("COVID claims").

(2) Guest waiver of City Cruises' liability - passengers release, covenant not to sue, discharge, and hold harmless City Cruises, its employees, agents, and representatives, of and from the COVID claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. This release includes any claims based on the actions, omissions, or negligence of City Cruises, its employees, agents, representatives, vendors, and independent contractors whether a COVID-19 infection occurs before, during, or after participation in the event.

**21. Time Limits for Noticing Claims and Filing and Service of Lawsuits.** (a) In any case governed by 46 United States code section 30508, passengers may not maintain a lawsuit against City Cruises or the ship for loss of life or bodily injury unless written notice of the claim is delivered to City Cruises not later than six (6) months after the day of death or injury, the lawsuit is commenced not later than one (1) year after the day of death or injury, and valid service of the lawsuit on City Cruises is made within thirty (30) days following the expiration of that one (1) year period. (b) For all other claims, including but not limited to claims for loss or damage to property, breach of agreement, illness or death or injury, not governed by 46 United States code section 30508, passengers may not maintain a lawsuit against City Cruises or the ship, nor will City Cruises or the ship be liable therefore, unless City Cruises is provided with written notice of claim within thirty (30) days after conclusion of the event, the lawsuit for such claim is commenced not later than one (1) year after conclusion of the event, and valid service of the lawsuit on City Cruises is made within thirty (30) days following the expiration of that one (1) year period. In the case of a claim by or on behalf of a minor or legally incompetent person, the time periods described above shall begin to run on the earlier of: (i) date of appointment of a legal representative for the minor or legally incompetent person, or their estate (as the case may be); or (ii) three (3) years after the day of death, injury or damage, as applicable.

**22. Governing Law.** The Agreement and its interpretation shall, to the maximum extent allowed, be governed by and construed in accordance with the general maritime law of the United States; to the extent such maritime law is not applicable, it shall be governed by and construed in accordance with the laws of the state from which the Ship departs.

**23. Choice of Forum/Venue.** The parties expressly agree that any and all disputes and matters arising under or in connection with the Agreement or the Event shall be litigated in and before the United States District Court located in the County of New York, or as , New York to those lawsuits as to which the Federal Courts of the United States lack jurisdiction, in the courts of New York, New York to the exclusion of all other courts.

**24. Arbitration.** The parties agree to submit any solely contractual dispute to binding arbitration. The arbitration shall be conducted by the American Arbitration Association in the venue specified in Section 24 above. The decision of the arbitrator shall be final and binding. The arbitrator shall have no authority to award damages exceeding those set forth in this Agreement.

**25. Force Majeure.** The parties shall not be responsible for any loss, damage, delay or failure of performance hereunder arising or resulting from: acts of God; acts of war; perils of the sea; acts of public enemies, pirates or assailing thieves; arrest or restraint of princes, rulers or people, or seizure under legal process (provided bond is promptly furnished to release the vessel); strike or omission; regulations adopted after the date of this Agreement by a health agency in response to a pandemic that prevents the Event from taking place; or thing whatsoever beyond the control of the parties; provided, however, that the occurrence of any of the above circumstances arising out of the failure of a prospective guest or other individual to be fully vaccinated against the coronavirus shall not be deemed a force majeure. Should either party be unable to perform due to the above, all Your deposits and payments will be credited towards a future cruise event to be performed within twelve (12) months of initial Event date. If City Cruises does not perform the Event for any of the reasons enumerated herein, or if the Captain deems it necessary to end the Event in the interest of safety to the crew, vessel or guests, You agree that City Cruises does not owe You damages and You will be entitled only to an appropriate refund, which City Cruises will determine, of what You have paid but which City Cruises was not able to provide. If for any reason, City Cruises does not provide the Ship You selected, City Cruises may provide one or more other vessels that are Coast Guard certified to carry the same or a greater number of guests, and City Cruises may also change the location from which the Cruise sails, if circumstances require it. If City Cruises fails to provide one or more other vessels that are Coast Guard certified to carry the same or a greater number of guests, City Cruises will refund one hundred percent (100%) of the deposit and fees You paid, but City Cruises will have no further obligations or any other liabilities to You or Your Passengers.

**26. Transferability; Severability; Miscellaneous.** Nothing contained in this Agreement shall limit or deprive City Cruises of the benefit of the applicable Federal Maritime Law, statutes and laws of the United States of America or the statutes and laws of the state from which the Ship departs. This Agreement constitutes the entire understanding and agreement between the parties and supersedes any prior oral, or implied or other agreements between the parties. This Agreement can only be modified by a writing signed by the parties. The Agreement cannot be transferred by You. City Cruises shall be permitted to assign its rights or obligations under this Agreement, but no such assignment shall release City Cruises of any obligations pursuant to this Agreement. Any additions, deletions, or other alterations to, or waivers of any term of, the Agreement which are purported to have been made by City Cruises and which have not been agreed to in writing by City Cruises will not be legally binding upon City Cruises. Any provision of the Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition

or unenforceability and the validity and enforceability of the remaining terms and conditions of the Agreement will not otherwise be affected, nor will the validity and enforceability of such provision be affected in any other jurisdiction. Unless otherwise specified herein, no failure or delay on the part of any party in exercising any right or remedy will operate as a waiver thereof; and each and every remedy will be cumulative and in addition to every other right or remedy provided herein or available at law or in equity. Section headings included herein are for convenience of reference only and shall not modify, define, expand, or limit any of the terms or provisions hereof. The representations, warranties, covenants, confidentiality, title, proprietary rights, and indemnification provisions set forth in this Agreement shall survive the termination of this Agreement and continue in full force and effect.

**27. Electronic Copy.** The parties agree that an electronic copy of this Agreement shall be deemed to be an original of this Agreement for all purposes.

## Thank You For Choosing City Cruises!

01/19/2023

Jeremy Kittek

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Date

Authorized Representative - Signature

Saucon Valley High School

Jeremy Kittek

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Name of Organization

Authorized Representative - Print Name

**HOGAN LEARNING ACADEMY LLC.  
TUITION AGREEMENT  
2023-2024 School Year**

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

WHEREAS, this Agreement shall be in effect from **August 21, 2023 through August 16, 2024**; this Agreement shall encompass 180 school days per HLA school calendar and additional ESY days determined by HLA, unless terminated earlier pursuant to the terms of this Agreement.

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

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

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

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

1. 5. District agrees to purchase from HLA individualized educational services and related services provided to resident pupil(s) of the District. The parties agree that the program charge includes individualized services, including the following related services; behavior analysis, personal care assistant, speech therapy, occupational therapy and physical therapy, as specified in the pupil's IEP.
1. 6. In exchange for special education services provided by HLA to resident pupil(s) of the District within the school program the charge is \$460 per day. The fee indicated shall be discounted to \$440 per day for each pupil the District enrolls beyond five (5) pupils.
1. 7. HLA shall invoice District at the beginning of the month for which services are scheduled to be provided. All payments are due and payable upon receipt of each statement and become delinquent after the twenty-fifth (25<sup>th</sup>) day after the invoice date. Delinquent accounts are subject to a late charge of 1% per month.
1. 8. District shall send payments to the following address, or such other address as Hogan Learning Academy may designate in writing to District:

Hogan Learning Academy  
20 Sharon Drive  
Douglassville, PA 19518

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

1. 14. This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
  
1. 15. This Agreement, as well as matters pertaining to pupil discipline and termination, shall be governed by the Commonwealth of Pennsylvania law, and the rules and regulations set forth by the Pennsylvania Department of Education applicable to private schools. Neither HLA nor the District shall be subject to the laws of any other state.
  
1. 16. Any notice or communication required or permitted under this Agreement shall be sufficiently given, if delivered in person or by certified mail, return receipt is requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
  
1. 17. Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.
  
1. 18. District represents and warrants that the individual executing this Agreement is duly authorized to execute and deliver this Agreement on its behalf and this Agreement is a valid and binding obligation of District.
  
1. 19. The undersigned District has reviewed this Agreement and hereby acknowledge District's understanding of the terms of this Agreement and agrees to abide by and be held responsible for payment of the obligations set forth above.

Hogan Learning Academy:

By: \_\_\_\_\_

Name: James R. Hogan  
Title: CEO

Date: 3/6/23 \_\_\_\_\_

Saucon Valley School District:

By: \_\_\_\_\_

Name:  
Title:

Date: \_\_\_\_\_



**CAPSTONE ACADEMY**  
**TUITION AGREEMENT**  
**2022-2023 Extended School Year**

This Contract for Educational Services (this "Contract") is made effective as of February 21, 2023 by and between Capstone Academy LLC, a Pennsylvania for profit corporation located at, 351 E Johnson Highway, East Norriton, PA 19401 ("Capstone") and the Board of Trustees of the Saucon Valley School District, located at 2097 Polk Valley Rd., Hellertown, Pa. 18055 ("School District").

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

**Article 1.     DEFINITIONS**

Section 1.01 "ESY" means the Extended School Year program designed and implemented by Capstone during the 2022-2023 school year.

Section 1.02 "ESY Fee" means twelve thousand one hundred twenty one dollars and twenty five cents (\$12,121.25).

Section 1.03 "Student" means \_\_\_\_\_ receiving a Free Appropriate Public Education through School District, is attributable to School District under local, state and federal law, and attends Capstone for Extended School Year services during the 2022/2023 school year.

Section 1.04 "Board" means the governing body of the School District.

**Article 2.     TERM AND TERMINATION**

Section 1.01 CAPSTONE PROGRAMMING shall commence on July 10, 2023 and this Agreement shall terminate on August 11, 2023 ("Initial Term").

**Article 3.     CAPSTONE PROGRAMMING**

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

- (1) Notwithstanding anything to the contrary in this Agreement, CAPSTONE PROGRAMMING shall be limited as follows:
  - a) Speech and Occupational Therapy shall be limited to one (1) session of speech therapy and one (1) session of occupational therapy per week, not to exceed thirty (30) minutes each.
  - b) The School District and Capstone may request, by written or electronic communication, Capstone's provision of

Additional Related Services, which shall be billed at the following rates:

- i) **Additional 1:1 staffing for Student: \$171/day**
- ii) **Related Service #1 (speech therapy): \$100/hour**
- iii) **Related Service #2 (occupational therapy): \$120/hour**
- iv) **Related Service #3 (cognitive behavioral therapy): \$150/hour**

#### **Article 4. ESY**

**Section 4.01** Student requires special education as defined by his/her Individualized Educational Program (“IEP”). Capstone operates as a school located at 351 E Johnson Highway, East Norriton, PA 19401. Capstone is a private licensed school within the Commonwealth of Pennsylvania that provides educational services to children with special education needs. Capstone employs certified personnel as defined by the Pennsylvania Department of Education and otherwise complies with the requirements for a private licensed school. Capstone performs all background checks required by Pennsylvania law on school staff, including criminal record and child abuse checks. Upon request Capstone will provide to the district the required background checks for personnel providing services.

**Section 4.02** Capstone agrees to provide, within reason, Student with the services specified within the IEP, including any subsequent revisions to the IEP. Capstone shall notify the Student’s Parent/Guardian and School District if it cannot provide such services for any reason. The parties agree that Capstone has made no representations or other commitments regarding Student achieving any specific goals specified within the IEP.

**Section 4.03** Capstone reserves the right to terminate a Student’s enrollment at Capstone for any reason including whenever Capstone determines, in its sole discretion, that Student is not benefiting from the program being offered, Capstone is unable to effectively deliver services to Student, Student presents a serious risk to the safety of others, and/or Student needs services which Capstone is unable to provide. Capstone shall provide written notice of its intention to terminate Student’s enrollment at least fifteen (15) days prior to termination except when termination is for serious disciplinary infractions or safety reasons. Capstone is designed and intended to educate students with behavioral challenges and that serious disciplinary infractions as defined by Capstone must present exceptional challenges to be so defined.

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

#### **Section 4.04** Delegation of authority to Capstone.

- (a) School District hereby delegates to Capstone the following tasks, consistent with federal and State law, the Charter Contract, and subject to the other terms and conditions of this Agreement as follows:
  - (1) Capstone may utilize third party contractors in accordance with this Agreement and School District shall execute any and all waivers of conflict necessary to effect this subsection.
  - (2) Capstone shall establish and implement ESY for the Student as provided for in this Agreement.
  - (3) Capstone shall exercise such other powers as provided for elsewhere in this Agreement to the extent consistent with this Agreement and all applicable laws; and

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

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

**Article 5. ESY FEE**

Section 5.01 In exchange for ESY provided by Capstone to the Student, School District will pay Capstone the ESY Fee on or before July 1, 2023. The parties agree that ESY includes individualized services, including any and all related services specified in the Student IEP. The ESY Fee is nonrefundable.

Section 5.02 Delinquent accounts are subject to a late charge of 1% per month

Section 5.03 School District shall send payments to the following address, or such other address as Capstone Academy may designate in writing to School District:

Capstone Academy  
1776 Hilltown Pike  
Hilltown, Pa. 18927

**Article 6. INDEMNIFICATION**

Section 6.01 Indemnification of Capstone. School District shall hold Capstone and its affiliates and the shareholders, directors, officers, partners, successors, assigns, and agents of each of them (the "Capstone Indemnified Persons") harmless and indemnify each of them from and against any and all legal Claims incurred or to be incurred by any of them resulting from or arising out of any breach or violation of School District's representations, warranties, covenants and agreements contained in this Agreement.

Section 6.02 Indemnification of School District. Capstone shall hold School District and its affiliates and the shareholders, directors, officers, partners, successors, assigns, and agents of each of them (the "School District Indemnified Persons") harmless and indemnify each of them from and against any and all legal Claims incurred or to be incurred by any of them resulting from or arising out of any breach or violation of Capstone's representations, warranties, covenants and agreements contained in this Agreement.

**Article 7. CONFIDENTIALITY**

Section 7.01 Capstone, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Capstone, or divulge, disclose, or communicate in any manner, any information that is proprietary to School District. Capstone and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Section 7.02 Upon termination of this Contract, Capstone will return to School District all records, notes, documentation and other items that were used, created, or controlled in reference to Student by Capstone during the term of this Contract. All academic reports will be held until all amounts due are paid in full.

**Article 8. DEFAULT**

Section 8.01 In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 15 days from the date of receipt of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract. In the event that Capstone has to pursue collection to recover any unpaid amounts, the School District will be responsible for any costs of collection, including attorney's fees. Notwithstanding anything herein to the contrary, Capstone shall not be liable for any special, consequential, or punitive damages of any nature.

## **Article 9. MISCELLANEOUS**

Section 9.01 This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

Section 9.02 If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Section 9.03 This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

Section 9.04 This Agreement, as well as matters pertaining to student discipline and termination, shall be governed by the Commonwealth of Pennsylvania law, and the rules and regulations set forth by the Pennsylvania Department of Education applicable to private schools. Neither Capstone nor the School District shall be subject to the laws of any other state.

Section 9.05 Any notice or communication required or permitted under this Contract shall be sufficiently given, if delivered in person or by certified mail, return receipt is requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Section 9.06 Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Section 9.07 School District represents and warrants that the individual executing this Agreement is duly authorized to execute and deliver this Agreement on its behalf and this Agreement is a valid and binding obligation of School District.

Section 9.08 This Agreement may be executed in Counterparts, each of which shall be deemed to be an original and both together shall be deemed to be one and the same Agreement.

Section 9.09 This Agreement does not constitute, and shall not be construed as constituting, a partnership or joint venture between the Parties.

Section 9.10 All notices, consents and other communications ("notices") which either Party may be required to or desire to give the other Party shall be in writing and shall be given by personal service, telecopy, nationally recognized overnight courier service, registered air mail or certified mail (or by equivalent means) to the other Party at its respective address or telecopy telephone number set forth below. Notices shall be

deemed to be given upon deposit into the mail by the Party doing the notifying. Notices delivered by telecopy shall be confirmed in writing by overnight courier and shall be deemed to be given upon deposit into the mail by the Party doing the notifying.

(a) CAPSTONE:

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

(b) SCHOOL DISTRICT:

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

Section 9.11 The Parties agree that they will execute and deliver or cause to be executed and delivered from time to time such other documents and will take such other actions as the other Party reasonably may require to more fully and efficiently carry out the terms of this Agreement.

Section 9.12 In case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision or part of a provision of this Agreement in such jurisdiction, but this Agreement shall be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein and such provision or part shall be reformed so that it would be valid, legal, and enforceable to the maximum extent permitted in such jurisdiction.

Section 9.13 The provisions of this Agreement were negotiated by the Parties and this Agreement shall be deemed to have been drafted by the Parties, notwithstanding any presumptions at law to the contrary.

Section 9.14 The undersigned School District has reviewed this agreement and hereby acknowledge School District's understanding of the terms of this Agreement and agrees to abide by and be held responsible for payment of the obligations set forth above.

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

ATTEST:


\_\_\_\_\_

By: \_\_\_\_\_

Its:

ATTEST:

Capstone Academy LLC,  
a Pennsylvania for profit corporation.

By:  \_\_\_\_\_

Amanda Flavell, M.A., BCBA  
Its: Principal and Chief Executive Officer