

**Saucon Valley School District**  
**Regular Meeting of the Board of Education**  
**June 27, 2023 – 7 pm**  
**High School Audion**

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

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

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

**Agenda**

6:15 pm – Support Contract, Safety Report, and Personnel

- I. **Call to the Order** – Susan Baxter, *President, presiding*
- II. **Pledge of Allegiance**
- III. **Recording of Attendance** – *Judith Riegel, Secretary*
- IV. **Motion to Approve Agenda**
- V. **Announcement of Executive Session** – Support Contract, Safety Report, and Personnel
- VI. **Approval of Minutes** – June 13, 2023
- VII. **Recognition** – None
- VIII. **Presentation** – None
- 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 – \$547,239.12

- B. Cafeteria Expenditures – \$4,987.06
- C. Health Benefits – \$ 402,460.68
- D. Capital Projects – None

**Recommendations for Approval**

**Presentation of Bills**

- 1. Approve the above presentation of bills.

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

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

- A. Cash Investment and Bond Activity
- B. Condensed Board Summary Report
- C. Capital Project Finance Report
- D. Budget Transfers - None
- E. Middle School Activity Report - None
- F. High School Activity Report – April 30, 2023

**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**

**Second and Final Reading of 121AR**

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

**Surplus/Obsolete**

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

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

**B. Personnel**

**Items/Projects for Discussion**

- A. None

**Recommendations for Approval**

**Professional Resignation**

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

**High School Principal Appointment**

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

**Director of Student and Community Relations**

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

**Curriculum Innovation and Advancement**

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

**Professional Staff Retirement**

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

**Support Staff Retirement**

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

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

**C. Facilities**

**Items/Projects for Discussion**

- A. None

**Recommendations for Approval**

No Recommendations

**Recommendation:** No recommendations in Facilities.

**D. Finance**

**Items/Projects for Discussion**

- A. Finance Committee Meeting Summary – 6/21/2023

**Recommendations for Approval**

**SV Educational Support Professionals Contract**

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

**2023-2024 Final Budget\***

2. Approve the 2023-2024 final budget, consistent with school code, in the amount of \$51,828,316.00 for the operation of school and \$7,461,129 for capital improvements, for a total of \$59,289,445. There will be a 0 tax increase. Millage will remain at 54.6589.

**Senior Citizen Property Tax Rebate\***

3. Approve the attached Senior Citizens Property Tax Rebate Resolution of 2023.

**2023-2024 Homestead and Farmstead Exclusion Resolution\***

4. Approve the attached 2023-2024 Homestead and Farmstead Exclusion Resolution based on the school district real estate tax rate of 54.6589 with an exclusion for each approved homestead and farmstead in the amount of \$255.48

**Commitment Language of Fund Balance\***

5. Approve the following categories regarding the Commitment of Fund Balance for the fiscal year ending June 30, 2023, as required per GASB54. The categories are GASB 45 Post-Retirement Costs; Reserve for Health Benefits; Capital Improvements/Replacement; and Post-Retirement Benefits other than healthcare.

**2023-2024 District Maintenance Contracts\***

6. Approve the attached 2023-2024 District Contracts with:  
Otis, Degler Whiting, Ehrlich, Mountain Environmental, Integritec, Tomlinson Bomberger, Johnson Control, Trane, Emergency Systems Inc, Spangler Boyer, Chrin Hauling, Tyler Technologies, Tu Way, Stem Lawncare, BJ Terroni, Burkholder's HVAC, ET&T, ProShred, Kiriposki, Inc, Tristate, Dude Solutions, Cintas, Safety-Kleen, ProAC Corp.

**Northampton Community College Alternate Method of Billing\***

7. Approve the alternate method of billing for the Northampton Community College for the fiscal year July 1, 2023 to June 30, 2024.

**Professional Software for Nurses**

8. Approve the attached agreement with Professional Software for Nurses, Inc.

### Melmark Contract

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

### EverDriven Technologies, LLC Pricing Amendment

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

### Sports Medicine Services Provider

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

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

### E. Community Updates

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

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

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

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

### I. New Business –

### J. Old Business –

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

### L. Announcements

**Future Meetings ~ July 11, 2023**  
July 25, 2023

**M. Motion to Adjourn Meeting**

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

The Business Meeting of the Board of Directors of the Saucon Valley School District was held on Tuesday, June 13, 2023, in the High School Audion. Present were Directors Susan Baxter, John Conte, Cedric Dettmar, Laurel Erickson-Parsons, Michael Karabin, Tracy Magnotta - online, and Shawn Welch. Bryan Eichfeld and Dr. Shamim Pakzad were absent. Also present were Judith Riegel, Board Secretary, Mark Fitzgerald, District Solicitor, and Jaime Vlasaty, Superintendent.

- I. **Call to the Order** – 7:05 pm Susan Baxter, *President, presiding*
- II. **Pledge of Allegiance**
- III. **Recording of Attendance** – *Judith Riegel, Secretary*  
7-present, 2-absent (Eichfeld & Pakzad)
- IV. **Motion to Approve Agenda** – Director Welch, seconded by Director Conte moved to approve the agenda. Vote: 7-yes, 0-no, 2-absent (Eichfeld & Pakzad)
- V. **Announcement of Executive Session** – May 23, 2023 – Support Contract  
June 13, 2023 - Support Contract and Supplemental Contracts
- VI. **Approval of Minutes** – Director Dettmar, seconded by Director Erickson-Parsons moved to approve the minutes of May 23, 2023. Vote: 7-yes, 0-no, 2-absent (Eichfeld & Pakzad)
- VII. **Recognition** – None
- VIII. **Presentation** – None
- IX. **Superintendent’s Report** – *Jaime Vlasaty, Superintendent* - None
- X. **Courtesy of the Floor to Visitors – Agenda Items Only** – None
- XI. **Presentation of Bills** – *David Bonenberger*
  - A. General Expenditures – \$414,883.48
  - B. Cafeteria Expenditures – \$23,681.21
  - C. Health Benefits – None
  - D. Capital Projects – None
    1. Approve the above presentation of bills.

Director Dettmar, seconded by Director Welch moved to approve the Presentation of the Bills. Vote: 7-yes, 0-no, 2-absent (Eichfeld & Pakzad)

**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 - \$1,050.00
- E. Middle School Activity Report - None
- F. High School Activity Report – December 2022, January, February & March 2023

1. Approve the above Treasurer's Report.

Director Dettmar, seconded by Director Conte moved to approve the Treasurer's Report. Vote: 7-yes, 0-no, 2-absent (Eichfeld & Pakzad)

**XIII. AGENDA ITEMS****A. Education**

1. Approve the Second and Final reading of the following policies:
  - Policy 200 Enrollment of Students
  - Policy 200 AR-3 Enrollment Classifications
  - Policy 203 Immunizations and Communicable Disease
  - Policy 204 Attendance
  - Policy 204-AR-0 Compulsory Attendance/Unexcused Absences
  - Policy 217 Graduation
  - Policy 217-AR-5 Pathways to Graduation
  - Policy 221 Dress and Grooming
  - Policy 304.2 Supplemental Position Employment
  - Policy 304.2 AR Supplemental Position Employment

Director Erickson-Parsons, seconded by Director Dettmar moved to approve Education Item #1. Vote: 7-yes, 0-no, 2-absent (Eichfeld & Pakzad)

2. Approve the first reading of the following policies:
  - Policy 251 - Students Experiencing Homelessness, Foster Care, and Other Educational Instability
  - Policy 251-AR-0 Homeless Students
  - Policy 810 – Transportation

Director Erickson-Parsons, seconded by Director Welch moved to approve Education Item #2. Vote: 7-yes, 0-no, 2-absent (Eichfeld & Pakzad)

3. Approve the quote from IXL Learning in the amount of \$8,249.00 for a pilot intervention program. Pending review and approval of the contract by the District Solicitor.

Director Dettmar, seconded by Director Conter moved to approve Education Item #3. Vote: 7-yes, 0-no, 2-absent (Eichfeld & Pakzad)

4. Approve the following 21<sup>st</sup> Century grants sponsored by the Saucon Valley Foundation for Educational Innovation:

High School Maker Space - \$2,200.00 to purchase a Dremel DigiLab 3D Printer

High School Robotics Club - \$6,620.60 to reimburse the District for expenses already incurred for the 2022-23 school year.

Director Dettmar, seconded by Director Welch moved to approve Education Item #4. Vote: 7-yes, 0-no, 2-absent (Eichfeld & Pakzad)

**B. Personnel**

1. Approve the retirements of:  
Thomas Reading, head custodian, last day will be July 17, 2023.  
Robert Weikert, custodian, effective September 1, 2023.
2. Approve the resignation of Courtney Townsend, high school secretary, her last day was June 2, 2023.

Director Dettmar, seconded by Director Welch moved to approve Personnel Items #1 & 2. Vote: 7-yes, 0-no, 2-absent (Eichfeld & Pakzad)

3. Approve the Cooperative School Nurse Practicum Affiliation Agreement with the Eastern School of Nursing for 2023-2024.
4. Approve Brenda Anthony, Asst. Coach - Softball \$2,985
5. Approve Kaela Bitting as Instrumental Music Teacher at Masters, Step 4 \$66,275 effective upon receipt of employment paperwork.
6. Approve Kaela Bitting as the 2023 – 2024 Marching Band Director with a stipend of \$7,500.
7. Approve Margaret McGeehan as a Full-Time High School, AA4 Administrative Assistant, High School effective July 10, 2023, with an hourly rate of \$19.46 and benefits per the current Compensation and Benefits Plan.

Director Dettmar, seconded by Director Erickson-Parsons moved to approve Personnel Items #3 – 7. Vote: 7-yes, 0-no, 2-absent (Eichfeld & Pakzad)

**C. Facilities**

**No Recommendations for Approval**

**D. Finance**

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

**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** – Director Dettmar discussed the two choices for the BAVTS expansion project.

**J. Old Business** – None

**K. Citizens’ Inquiries and Comments** – None

**L. Announcements**

**Future Meetings** ~ June 27, 2023  
July 11, 2023

**M. Motion to Adjourn Meeting**

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

Vote: 7-yes, 0-no, 2-absent (Eichfeld, Pakzad)

7:43 PM

ATTEST \_\_\_\_\_

Secretary

\_\_\_\_\_

President

## FUND ACCOUNTING PAYMENT SUMMARY

**Bank Account:** PG - PLGIT GENERAL    **Payment Dates:** 06/09/2023 - 06/28/2023

**Payment Numbers:** 0000063410 - 0000063493

**Payment Categories:** Regular Checks

**Sort:** Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000063410	06/09/2023	VERIZON WIRELESS	TELEPHONE	COMMUNICATION - ATHLETICS	2,145.91
0000063411	06/13/2023	HUGH O'BRIAN YOUTH LEADERSHIP	DUES & FEES - GUIDANCE 9-12		250.00
0000063412	06/15/2023	AFLAC	DED: AFLA - Full Payroll Pay Date: 6/15/2023	DED: AFLA - Full Payroll Pay Date: 6/1/2023	66.54
0000063413	06/15/2023	KEYSTONE COLLECTIONS GROUP	DED: GARN - Full Payroll Pay Date: 6/15/2023		119.95
0000063414	06/15/2023	PA TURNPIKE TOLL BY PLATE	TRAVEL - TRANSPORTATION		22.20
0000063415	06/15/2023	PONDELEK'S	SUPPLIES - PRINCIPAL 9-12		382.95
0000063416	06/15/2023	Robert Schlegel	Purpose: EE NET Payroll Pay Date: 6/14/2023		15.52
0000063417	06/15/2023	UGI SOUTH	NATURAL GAS - PLANT OPERATIONS		5,429.63
0000063418	06/15/2023	UGI SOUTH	NATURAL GAS - PLANT OPERATIONS		1,453.47
0000063419	06/15/2023	UGI SOUTH	NATURAL GAS - PLANT OPERATIONS		1,289.88
0000063420	06/21/2023	RIEGEL JUDI	TRAVEL-CONF/SEMIN BUS OFFICE		19.00
0000063421	06/21/2023	SAUCON VALLEY MIDDLE SCHOOL	SUPPLIES - SUPERINTENDENT OFF		50.88
0000063422	06/22/2023	APPLE INC.	TECHNOLOGY REPAIRS		467.95
0000063423	06/22/2023	CONSTELLATION ENERGY GAS SERVICES LLC	NATURAL GAS - PLANT OPERATIONS		3,037.41
0000063424	06/22/2023	LEXIA VOYAGER SOPRIS, INC.	Teachers supplies/books	ADD SHIP FUNDS TO 23-806	360.80
0000063425	06/22/2023	PPL ELECTRIC UTILITIES	ELECTRIC - PLANT OPERATIONS		9,647.22
0000063426	06/22/2023	PPL ELECTRIC UTILITIES	ELECTRIC - PLANT OPERATIONS		19,765.21
0000063427	06/22/2023	SERVICE ELECTRIC TELEPHONE CO.	TELEPHONE		1,123.38
0000063428	06/22/2023	UNIFIED CARRIER REGISTRATION PLAN	DUES & FEES TRANSPORTATION		59.00
0000063429	06/22/2023	UNIFIED CARRIER REGISTRATION PLAN	DUES & FEES TRANSPORTATION		41.00

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

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Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000063430	06/28/2023	ABA SUPPORT SERVICES LLC	L SUPPORT OTHER PROF SERVICES		24,888.98
0000063431	06/28/2023	AGORA CYBER CHARTER SCHOOL	SPEC ED TUITION CHARTER SCHOOL		3,154.36
0000063432	06/28/2023	AHOLD FINANCIAL SERVICES	SUPPLIES - ATHLETICS	SUPPLIES - PRINCIPAL K-4	81.80
0000063433	06/28/2023	ALICIA BILLIG-CRATTY	I-PAD INSURANCE		299.00
0000063434	06/28/2023	AMAZON CAPITAL SERVICES	MAINT SUPPLIES - HS	Nurse Equipment	3,502.89
0000063435	06/28/2023	APR SUPPLY CO	SUPPLIES - PLANT OPERATIONS		186.56
0000063436	06/28/2023	ARTS ACADEMY ELEMENTARY CHARTER SCHOOL	TUITION - NON PUBLIC SPEC ED		3,154.36
0000063437	06/28/2023	BANCROFT	SPEC ED NON-PUBLIC TUITION		4,305.00
0000063438	06/28/2023	BUXMONT ACADEMY	SPEC ED NON-PUBLIC TUITION		8,136.24
0000063439	06/28/2023	C.J. WAGNER BOWLING SUPPLIES	SUPPLIES - PRINCIPAL 9-12		165.00
0000063440	06/28/2023	CAPSTONE ACADEMY	TUITION NON PUB - COMP ED 9-12		12,121.25
0000063441	06/28/2023	CAROLYN LOVERDI	TUITION REIMB REGULAR 5-8		1,548.00
0000063442	06/28/2023	CENTER STAGE LIGHTING & RIGGING INC.	3/21/23 center stage grad	SUPPLIES - PRINCIPAL 9-12	3,750.00
0000063443	06/28/2023	CHRISTMAS CITY STUDIO	SUPPLIES - PRINCIPAL K-4		150.00
0000063444	06/28/2023	COLONIAL INTERMEDIATE UNIT #20	SPECIAL ED IU CONTRACTED SVCS		122,501.22
0000063445	06/28/2023	COMMONWEALTH CHARTER ACADEMY	TUITION - CHARTER SCHOOLS	SPEC ED TUITION CHARTER SCHOOL	47,145.32
0000063446	06/28/2023	EASTON ARTS ACADEMY ELEMENTARY CHARTER SCHOOL	TUITION - CHARTER SCHOOLS		2,784.97
0000063447	06/28/2023	EVERYDAY SPEECH LLC	Basic annual 3 year deal		659.98
0000063448	06/28/2023	FOLLETT CONTENT SOLUTIONS LLC	3/21/23 Library		411.53
0000063449	06/28/2023	GENERAL HEALTHCARE RESOURCES LLC	L SUPPORT OTHER PROF SERVICES	SPEC ED - OTHER PROF SERVICE	5,233.54

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Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000063450	06/28/2023	HOGAN LEARNING ACADEMY, LLC	SPEC ED NON-PUBLIC TUITION		435.00
0000063451	06/28/2023	INSIGHT PA CYBER CHARTER SCHOOL	TUITION - CHARTER SCHOOLS		1,392.49
0000063452	06/28/2023	J & J / MAIN STREET LEASING	STUD TRANS CONT ATHLETICS POD		3,927.80
0000063453	06/28/2023	KRYSTINA SMITH	SUMMER SCHL - PROF ED SRV OTHER ED - MS		150.00
0000063454	06/28/2023	LAKESIDE EDUCATIONAL NETWORK	PROF SVCS		612.50
0000063455	06/28/2023	LARA McCARTHY	INSTR PRG OUTSIDE - OTR PROF SVC - MS - COMP		50.00
0000063456	06/28/2023	LEHIGH LEARNING ACADEMY	TUITION - NON PUBLIC SPEC ED		4,350.00
0000063457	06/28/2023	LEHIGH VALLEY DUAL LANGUAGE CHARTER SCHOOL	SPEC ED TUITION CHARTER SCHOOL		3,154.37
0000063458	06/28/2023	LINDE GAS & EQUIPMENT INC.	SUPPLIES - TRANSPORTATION		103.88
0000063459	06/28/2023	LISA MICHELLE BASARA	TRANSP - CONTRACT CARRIERS - COMP ED		2,000.00
0000063460	06/28/2023	LOGAN KIRIPOSKI INC.	Portable Toilet Rental		1,350.00
0000063461	06/28/2023	LOWE AND MOYER GARAGE INC.	SUPPLIES - TRANSPORTATION		2,205.93
0000063462	06/28/2023	LVCIL	SPEC ED - OTHR PROF SVC - HS - COMP ED		429.00
0000063463	06/28/2023	MELMARK	LEARN SUPPT - PROF SVC - MS - COMP ED		41,598.00
0000063464	06/28/2023	MICROBAC LABORATORIES INC.	REPAIRS & MAINTENANCE		149.98
0000063465	06/28/2023	MUSIC & ARTS	School owned instrument repair	Band Supplies	771.34
0000063466	06/28/2023	NATIONAL ASSOCIATION OF SCHOOL NURSES	NASN Certification Renewal		490.00
0000063467	06/28/2023	NORTH EAST PARTS GROUP LLC.	SUPPLIES - TRANSPORTATION		692.30
0000063468	06/28/2023	PENNSYLVANIA DISTANCE LEARNING CHARTER SCHOOL	SPEC ED TUITION CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	7,701.22

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0000063469	06/28/2023	PRINTFORCE LLC.	PRINTING & BINDING PRINC 9-12		2,572.70
0000063470	06/28/2023	PROFESSIONAL SOFTWARE FOR NURSES, INC.	SNAP Software for Nurses		5,700.00
0000063471	06/28/2023	RACEWAY CHEVROLET	SUPPLIES - TRANSPORTATION		18.40
0000063472	06/28/2023	REACH CYBER CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	SPEC ED TUITION CHARTER SCHOOL	14,663.65
0000063473	06/28/2023	RIEGEL JUDI	TRAVEL-CONF/SEMIN BUS OFFICE		59.73
0000063474	06/28/2023	ROBERTO CLEMENTE CHARTER SCHOOL	TUITION - CHARTER SCHOOLS		5,569.95
0000063475	06/28/2023	Roberts Oxygen Co. Inc	SUPPLIES - PLANT OPERATIONS		113.47
0000063476	06/28/2023	ROHRER BUS SALES INC.	SUPPLIES - TRANSPORTATION		2,080.04
0000063477	06/28/2023	SAINTS LOGISTICS INC.	SECURITY SERVICES - DISTRICT		3,368.75
0000063478	06/28/2023	SALISBURY TOWNSHIP SCHOOL DIST	PROF ED SERV - OTHER ED AGENCY		1,588.68
0000063479	06/28/2023	Saucon True Value	SUPPLIES - PLANT OPERATIONS		694.37
0000063480	06/28/2023	SCHOOL DISTRICT OF SPRINGFIELD TOWNSHIP	PROF ED SERV - OTHER ED AGENCY		23,140.00
0000063481	06/28/2023	SEVEN GENERATIONS CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	SPEC ED TUITION CHARTER SCHOOL	21,626.09
0000063482	06/28/2023	SHOP SPECIALTIES	Yearly Machine Maintenance	REPAIRS/MAINT IND ARTS 9-12	1,608.85
0000063483	06/28/2023	SONOVA USA INC.	Roger Touchscreen Mic		952.57
0000063484	06/28/2023	STOTZ & FATZINGER OFF.SUPPLY	GENERAL SUPPLIES	Office Supplies	111.01
0000063485	06/28/2023	TAMMY HOFMANN	Transportation Cont Carriers		15.72
0000063486	06/28/2023	TELEMEDICINE MANAGEMENT INC.	HEALTH INSURANCE EXPENSE PAYAB		1,310.00
0000063487	06/28/2023	THE LEHIGH VALLEY CHARTER H.S. FOR THE ARTS INC.	TUITION - CHARTER SCHOOLS	SPEC ED TUITION CHARTER SCHOOL	24,780.46
0000063488	06/28/2023	THE STEPPING STONES GROUP LLC	SPEC ED SERV OTHER ED AGENCY		19,636.50

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0000063489	06/28/2023	UHS OF PENNSYLVANIA INC.	SPEC ED SERV OTHER ED AGENCY		1,680.00
0000063490	06/28/2023	WEISS-SCHANTZ AGENCY INC.	INSURANCE ATHLETICS		37,770.00
0000063491	06/28/2023	WILDLANDS CONSERVANCY INC.	FIELD TRIPS ACTIVITIES 5-8		5,043.00
0000063492	06/28/2023	XEROX FINANCIAL SERVICES	LEASE PRINCIPAL EXPENDITURES		11,316.04
0000063493	06/28/2023	YOURSASH	SUPPLIES - PRINCIPAL 9-12		327.43
<b>10 - GENERAL FUND</b>					<b>547,239.12</b>
<b>Grand Total All Funds</b>					<b>547,239.12</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>547,239.12</b>
<b>Grand Total All Payments</b>					<b>547,239.12</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:** PH - PLGIT HEALTH BENEFIT    **Payment Dates:** 05/23/2023 - 06/26/2023

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

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
* 00W3721198	05/25/2023	DELTA DENTAL	WEEKLY CLAIMS		3,969.90
* 00W3723042	05/26/2023	CAPITAL BLUE CROSS	WEEKLY CLAIMS		58,166.27
* 00W3726922	06/02/2023	CAPITAL BLUE CROSS	WEEKLY CLAIMS		49,176.21
* 00W3731564	06/09/2023	CAPITAL BLUE CROSS	WEEKLY CLAIMS		67,809.94
* 00W3731565	06/09/2023	DELTA DENTAL	WEEKLY CLAMS		1,471.50
* 00W3731568	06/09/2023	DELTA DENTAL	ADMIN FEES		1,180.08
* 00W3731569	06/09/2023	DELTA DENTAL	WEEKLY CLAIMS		1,809.70
* 00W3735598	06/16/2023	DELTA DENTAL	WEEKLY CLAIMS		2,624.30
* 00W3736086	06/16/2023	CAPITAL BLUE CROSS	WEEKLY CLAIMS		72,332.38
* 00W3737239	06/21/2023	VISION BENEFITS OF AMERICA	MAY CLAIMS		1,551.74
* 00W3737740	06/21/2023	DELTA DENTAL	WEEKLY CLAIMS		2,631.70
* 00W3738203	06/21/2023	EQUITABLE FINANCIAL LIFE INSURANCE CO. OF AMERICA	JUNE COVERAGE		5,105.45
* 00W3739860	06/23/2023	CAPITAL BLUE CROSS	WEEKLY CLAIMS		86,631.00
* 00W3740469	06/26/2023	RESOLUTE UNDERWRITING STRATEGIES	PREMIUM		48,000.51

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

## FUND ACCOUNTING PAYMENT SUMMARY

**Bank Account:** PH - PLGIT HEALTH BENEFIT    **Payment Dates:** 05/23/2023 - 06/26/2023

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

<b>10 - GENERAL FUND</b>	<b>402,460.68</b>
<b>Grand Total All Funds</b>	<b>402,460.68</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>402,460.68</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>402,460.68</b>

Cash, Investment and Bond Activity May 31, 2023

CASH ACCOUNTS

	Balance 5/1/23	Earnings/Deposits	Disbursements	Balance 5/31/23
PLGIT PLUS	\$ -	\$ -	\$ -	\$ -
PLGIT/CLASS	\$ 13,501,967.11	\$ 56,702.92	\$ -	\$ 13,558,670.03
PLGIT General	\$ 3,376,199.68	\$ 1,147,792.37	\$ 3,746,921.70	\$ 777,070.35
PLGIT Salary	\$ 13,369.93	\$ 1,804,814.99	\$ 1,160,928.64	\$ 657,256.28
PLGIT Health Benefits	\$ 107,031.45	\$ 313,528.28	\$ 399,750.68	\$ 20,809.05
PLGIT Cafeteria	\$ 268,100.04	\$ 59,920.64	\$ 45,242.92	\$ 282,777.76
Lafayette General	\$ 1,571,803.90	\$ 22,495.26	\$ 131,504.40	\$ 1,462,794.76
Lafayette Tax Collection	\$ -	\$ -	\$ -	\$ -
Lafayette Prepaid Tax	\$ -	\$ -	\$ -	\$ -
Lafayette Flexible Spending	\$ 25,199.36	\$ 10,775.49	\$ 11,728.18	\$ 24,246.67
Lafayette Cafeteria	\$ 288,243.93	\$ 38,312.82	\$ 3.78	\$ 326,552.97
Total Cash Accounts	\$ <u>19,151,915.40</u>	\$ <u>3,454,342.77</u>	\$ <u>5,496,080.30</u>	\$ <u>17,110,177.87</u>

\*Earnings/Deposits includes transfers of \$2,129,118.76 between accounts

\*\*Disbursements includes transfers of \$2,129,118.76 between accounts

INVESTMENT ACCOUNTS

	Balance 5/1/23	Earnings/Deposits	Disbursements	Balance 5/31/23
Cafeteria Certificate of Deposit (Closed Feb 06)	\$ -	\$ -	\$ -	\$ -
PSDLAF	\$ 8,176,565.85	\$ 25,753.90	\$ 1.80	\$ 8,202,317.95
PLGIT / PLUS (61)	\$ -	\$ -	\$ -	\$ -
Total Investment Accounts	\$ <u>8,176,565.85</u>	\$ <u>25,753.90</u>	\$ <u>1.80</u>	\$ <u>8,202,317.95</u>

	Balance 5/1/23	Earnings/Deposits	Disbursements	Balance 5/31/23
1998 Construction Fund (195-04)	\$ -	\$ -	\$ -	\$ -
G O Bonds, Series of 2017 (195-14)	\$ -	\$ -	\$ -	\$ -
2003 Emmaus Bond, Const Fund (195-08)	\$ -	\$ -	\$ -	\$ -
Land Purchase GOB Series 2005 (195-10)	\$ -	\$ -	\$ -	\$ -
GESF Phase II GOB Series 2013A (195-12)	\$ -	\$ -	\$ -	\$ -
Total Bond Issue	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>

CAPITAL RESERVE FUND

	Balance 5/1/23	Earnings/Deposits	Disbursements	Balance 5/31/23
Capital Reserve Fund	\$ 68.86	\$ 0.31	\$ -	\$ 69.17

(UNADJUSTED)

Condensed Board Summary Report

From 05/01/2023 To 05/31/2023

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

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
10	GENERAL FUND						
1000							
1100							
1110	REG PROG ELEM/SECONDARY	21,137,499.00	1,582,066.57	16,373,583.03	89,233.97	4,674,682.00	77.88
	<b>Total</b>	<b>21,137,499.00</b>	<b>1,582,066.57</b>	<b>16,373,583.03</b>	<b>89,233.97</b>	<b>4,674,682.00</b>	<b>77.88</b>
1200							
1225	SPEECH	427,235.00	32,257.05	309,599.73	0.00	117,635.27	72.47
1231	EMOTIONAL SUPPORT	362,623.00	20,818.38	200,924.61	0.00	161,698.39	55.41
1241	LEARNING SUPPORT	6,873,791.00	688,909.54	6,098,056.58	3,022.24	772,712.18	88.76
1243	GIFTED SUPPORT	266,276.00	20,672.62	208,365.64	0.00	57,910.36	78.25
1270	MULTI-HANDICAPPED SUPPT	0.00	0.00	0.00	0.00	0.00	0.00
1290	OTHER SUPPORT	124,000.00	0.00	0.00	0.00	124,000.00	0.00
	<b>Total</b>	<b>8,053,925.00</b>	<b>762,657.59</b>	<b>6,816,946.56</b>	<b>3,022.24</b>	<b>1,233,956.20</b>	<b>84.68</b>
1300	VOCATIONAL EDUCATION						
1390	VOCATIONAL EDUCATION	875,356.00	138,204.00	875,356.00	0.00	0.00	100.00
	<b>Total</b>	<b>875,356.00</b>	<b>138,204.00</b>	<b>875,356.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
1400	OTHER INSTR. PROGRAMS						
1410	DRIVERS' EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00
1420	SUMMER SCHOOL	22,866.00	0.00	13,333.60	0.00	9,532.40	58.31
1430	HOMEBOUND INSTRUCTION	13,577.00	871.46	16,992.28	0.00	(3,415.28)	125.15
1441	ADJ / COURT PLACED PROG	0.00	0.00	0.00	0.00	0.00	0.00
1442	ALTERNATIVE EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00
1450	INSTRUCTIONAL PROGRAMS OUTSIDE EST'D SCHOOL DAY	0.00	0.00	1,425.00	0.00	(1,425.00)	0.00
1480	TITLE I	0.00	0.00	0.00	0.00	0.00	0.00

(UNADJUSTED)

Condensed Board Summary Report

From 05/01/2023 To 05/31/2023

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

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
1490	ACCOUNTABILITY	0.00	0.00	0.00	0.00	0.00	0.00
	<b>Total</b>	<b>36,443.00</b>	<b>871.46</b>	<b>31,750.88</b>	<b>0.00</b>	<b>4,692.12</b>	<b>87.12</b>
1500	NONPUBLIC SCHOOL PGMS						
1500	NONPUBLIC SCHOOL PGMS	0.00	3,576.61	4,964.61	0.00	(4,964.61)	0.00
	<b>Total</b>	<b>0.00</b>	<b>3,576.61</b>	<b>4,964.61</b>	<b>0.00</b>	<b>(4,964.61)</b>	<b>0.00</b>
1600							
1693	SPSHP COMMUNITY COLLEGE	289,441.00	23,166.25	266,274.75	0.00	23,166.25	92.00
	<b>Total</b>	<b>289,441.00</b>	<b>23,166.25</b>	<b>266,274.75</b>	<b>0.00</b>	<b>23,166.25</b>	<b>92.00</b>
2000							
2100	SUPPORT SERVICES PUPIL						
2120	GUIDANCE SERVICES	1,109,859.00	70,813.56	794,301.94	1,086.70	314,470.36	71.67
2130	ATTENDANCE SERVICES	74,634.00	26.97	6,010.22	2,173.38	66,450.40	10.96
2140	PSYCHOLOGICAL SERVICES	310,185.00	23,555.29	241,934.45	1,026.08	67,224.47	78.33
2150	SPEECH PATH/AUDIOLOGY	0.00	0.00	0.00	0.00	0.00	0.00
	<b>Total</b>	<b>1,494,678.00</b>	<b>94,395.82</b>	<b>1,042,246.61</b>	<b>4,286.16</b>	<b>448,145.23</b>	<b>70.02</b>
2200	SUPPORT SERVICES-INSTRU						
2200	SUPPORT SERVICES-INSTRU	0.00	0.00	0.00	0.00	0.00	0.00
2220	TECH SUPPORT SERVICES	841,236.00	42,376.73	711,936.01	7,370.54	121,929.45	85.51
2230	EDU TELEVISION SERVICES	4,500.00	0.00	1,991.88	0.00	2,508.12	44.26
2250	SCHOOL LIBRARY SERVICES	665,488.00	49,895.77	495,343.48	11,053.46	159,091.06	76.09
2260	INSTRUCTION & CURR DEV	430,367.00	38,519.90	278,710.84	0.00	151,656.16	64.76
2271	INSTRUC STAFF DEVEL SVC	330,533.00	9,034.22	77,881.55	0.00	252,651.45	23.56
2272	NON CERTIFIED PROF DEV	0.00	0.00	0.00	0.00	0.00	0.00
2280	NONPUBLIC SUPPORT SVC	0.00	0.00	0.00	0.00	0.00	0.00

(UNADJUSTED)

Condensed Board Summary Report

From 05/01/2023 To 05/31/2023

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

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
2290	OTHER INSTRUC STAFF SVC	221,872.00	23,606.61	211,894.61	0.00	9,977.39	95.50
	<b>Total</b>	<b>2,493,996.00</b>	<b>163,433.23</b>	<b>1,777,758.37</b>	<b>18,424.00</b>	<b>697,813.63</b>	<b>72.02</b>
2300	SUPPORT SERVICES-ADMIN						
2310	BOARD SERVICES	56,645.00	3,945.00	76,769.02	0.00	(20,124.02)	135.53
2320	BOARD TREASURER SERVICE	300.00	0.00	250.00	0.00	50.00	83.33
2330	TAX ASSESS & COLLECTION	162,500.00	12,107.24	146,964.44	0.00	15,535.56	90.44
2340	STAFF RELATIONS/NEGO	0.00	0.00	0.00	0.00	0.00	0.00
2350	LEGAL SERVICES	150,000.00	0.00	161,938.53	0.00	(11,938.53)	107.96
2360	OFFICE SUPERINTENDENT	574,087.00	34,777.51	403,134.45	4,638.97	166,313.58	71.03
2380	OFFICE OF PRINCIPAL SVC	1,610,702.00	115,670.49	1,336,661.95	23,747.84	250,292.21	84.46
	<b>Total</b>	<b>2,554,234.00</b>	<b>166,500.24</b>	<b>2,125,718.39</b>	<b>28,386.81</b>	<b>400,128.80</b>	<b>84.33</b>
2400	SUPP SVC-PUBLIC HEALTH						
2420	MEDICAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
2430	DENTAL SERVICES	600.00	0.00	382.00	0.00	218.00	63.67
2440	NURSING SERVICES	482,498.00	37,816.07	403,358.74	1,818.23	77,321.03	83.97
	<b>Total</b>	<b>483,098.00</b>	<b>37,816.07</b>	<b>403,740.74</b>	<b>1,818.23</b>	<b>77,539.03</b>	<b>83.95</b>
2500	SUPP SERVICES-BUSINESS						
2511	SUPP SERVICES-BUSINESS	909,750.00	62,519.17	818,065.16	8,123.07	83,561.77	90.81
	<b>Total</b>	<b>909,750.00</b>	<b>62,519.17</b>	<b>818,065.16</b>	<b>8,123.07</b>	<b>83,561.77</b>	<b>90.81</b>
2600							
2660	SECURITY SERVICES	0.00	27,446.50	95,308.04	0.00	(95,308.04)	0.00
2690	OPER OF BLDG SERVICES	5,018,798.00	315,018.84	4,267,500.49	286,862.80	464,434.71	90.75
	<b>Total</b>	<b>5,018,798.00</b>	<b>342,465.34</b>	<b>4,362,808.53</b>	<b>286,862.80</b>	<b>369,126.67</b>	<b>92.65</b>
2700							

(UNADJUSTED)

### Condensed Board Summary Report

From 05/01/2023 To 05/31/2023

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

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
2790	STUDENT TRANSP SERVICES	2,600,110.00	278,367.89	2,409,882.41	185,854.20	4,373.39	99.83
	<b>Total</b>	<b>2,600,110.00</b>	<b>278,367.89</b>	<b>2,409,882.41</b>	<b>185,854.20</b>	<b>4,373.39</b>	<b>99.83</b>
2800	SUPPORT SVCS-CENTRAL						
2830	STAFF SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
2832	RECRUITMENT & PLACEMENT	0.00	0.00	0.00	0.00	0.00	0.00
2834	STAFF DEV - NON-CERT	2,900.00	0.00	0.00	0.00	2,900.00	0.00
2836	STAFF DEVELOPMENT SVCS	5,793.00	0.00	1,672.78	0.00	4,120.22	28.88
	<b>Total</b>	<b>8,693.00</b>	<b>0.00</b>	<b>1,672.78</b>	<b>0.00</b>	<b>7,020.22</b>	<b>19.24</b>
2900	OTHER SUPPORT SERVICES						
2910	OTHER SUPPORT SERVICES	23,130.00	0.00	23,759.77	0.00	(629.77)	102.72
	<b>Total</b>	<b>23,130.00</b>	<b>0.00</b>	<b>23,759.77</b>	<b>0.00</b>	<b>(629.77)</b>	<b>102.72</b>
3000	OP OF NONINSTRUCT SVC						
3000	OP OF NONINSTRUCT SVC						
3000	OP OF NONINSTRUCT SVC	0.00	0.00	0.00	0.00	0.00	0.00
	<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
3100	FOOD SERVICES						
3100	FOOD SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
	<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
3200	STUDENT ACTIVITIES						
3200	STUDENT ACTIVITIES	254,100.00	57,534.35	164,474.36	2,499.19	87,126.45	65.71
3250	SCHOOL ATHLETICS	1,119,190.00	39,738.89	736,554.10	92,941.92	289,693.98	74.12
	<b>Total</b>	<b>1,373,290.00</b>	<b>97,273.24</b>	<b>901,028.46</b>	<b>95,441.11</b>	<b>376,820.43</b>	<b>72.56</b>
3300	COMMUNITY SERVICES						
3300	COMMUNITY SERVICES	13,181.00	446.76	4,627.42	0.00	8,553.58	35.11
	<b>Total</b>	<b>13,181.00</b>	<b>446.76</b>	<b>4,627.42</b>	<b>0.00</b>	<b>8,553.58</b>	<b>35.11</b>

(UNADJUSTED)

Condensed Board Summary Report

From 05/01/2023 To 05/31/2023

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

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
4000	FACILITIES ACQUISITION						
4600	EXISTING BLDG IMPROVE						
4600	EXISTING BLDG IMPROVE	1,821,310.00	0.00	2,181,006.54	1,106,916.95	(1,466,613.49)	180.53
	Total	1,821,310.00	0.00	2,181,006.54	1,106,916.95	(1,466,613.49)	180.53
5000	OTHER EXPEND & FINANCE						
5100	OTHER EXPEND & FINANCE						
5100	OTHER EXPEND & FINANCE	0.00	0.00	0.00	0.00	0.00	0.00
5110	DEBT SERVICE	1,929,953.00	2,143.92	1,915,078.45	0.00	14,874.55	99.23
5130	REFUND PRIOR YR REV	0.00	0.00	0.00	0.00	0.00	0.00
5140	LEASE EXPENDITURES	0.00	21,759.92	119,873.62	0.00	(119,873.62)	0.00
	Total	1,929,953.00	23,903.84	2,034,952.07	0.00	(104,999.07)	105.44
5200	FUND TRANSFERS						
5230	CAPITAL PROJ TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
5251	FOOD SVC FUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00
5280	ACTIVITY FUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
	Total	0.00	0.00	0.00	0.00	0.00	0.00
5800	SUSPENSE ACCOUNT						
5800	SUSPENSE ACCOUNT	0.00	0.00	0.00	0.00	0.00	0.00
	Total	0.00	0.00	0.00	0.00	0.00	0.00
5900	BUDGETARY RESERVE						
5900	BUDGETARY RESERVE	0.00	0.00	0.00	0.00	0.00	0.00
	Total	0.00	0.00	0.00	0.00	0.00	0.00
6000	REVENUE LOCAL SOURCES						
6000	REVENUE LOCAL SOURCES						
6001	FUND BALANCE	(1,257,239.00)	0.00	0.00	0.00	(1,257,239.00)	0.00

(UNADJUSTED)

Condensed Board Summary Report

From 05/01/2023 To 05/31/2023

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

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
	<b>Total</b>	<b>(1,257,239.00)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>(1,257,239.00)</b>	<b>0.00</b>
<b>6100</b>	<b>TAXES LEVIED</b>						
6111	REAL ESTATE TAXES	(31,936,259.00)	0.00	(31,591,951.83)	0.00	(344,307.17)	98.92
6112	INTERIM REAL ESTATE TAX	(125,000.00)	0.00	(347,574.34)	0.00	222,574.34	278.06
6113	PUBLIC UTILITY REALTY	(35,000.00)	0.00	(34,859.42)	0.00	(140.58)	99.60
6120	PER CAPITA TAX	0.00	0.00	0.00	0.00	0.00	0.00
6141	ACT 511 PC FLAT	0.00	0.00	0.00	0.00	0.00	0.00
6143	EMER MUNIC SVC TAX	(26,000.00)	(6,093.57)	(31,117.07)	0.00	5,117.07	119.68
6151	EARNED INCOME TAX	(3,800,000.00)	(635,664.75)	(3,683,263.96)	0.00	(116,736.04)	96.93
6153	REALTY TRANSFER TAX	(500,000.00)	0.00	(509,751.79)	0.00	9,751.79	101.95
	<b>Total</b>	<b>(36,422,259.00)</b>	<b>(641,758.32)</b>	<b>(36,198,518.41)</b>	<b>0.00</b>	<b>(223,740.59)</b>	<b>99.39</b>
<b>6400</b>	<b>DELINQUENCY TAXES</b>						
6411	DELINQUENT RE TAX	(740,000.00)	(95,520.51)	(631,867.12)	0.00	(108,132.88)	85.39
6420	DELINQUENT PC SECT 679	0.00	(93.50)	(1,884.86)	0.00	1,884.86	0.00
6441	DELINQUENT PC 511	0.00	(93.50)	(1,881.05)	0.00	1,881.05	0.00
	<b>Total</b>	<b>(740,000.00)</b>	<b>(95,707.51)</b>	<b>(635,633.03)</b>	<b>0.00</b>	<b>(104,366.97)</b>	<b>85.90</b>
<b>6500</b>	<b>EARNINGS ON INVESTMENTS</b>						
6510	INTEREST ON INVESTMENTS	(25,000.00)	(93,401.56)	(851,606.39)	0.00	826,606.39	3,406.43
6530	GAIN/LOSS ON INVESTMTS	0.00	0.00	0.00	0.00	0.00	0.00
	<b>Total</b>	<b>(25,000.00)</b>	<b>(93,401.56)</b>	<b>(851,606.39)</b>	<b>0.00</b>	<b>826,606.39</b>	<b>3,406.43</b>
<b>6700</b>							
6710	ADMISSIONS	(81,400.00)	(8,492.47)	(76,039.54)	0.00	(5,360.46)	93.41
6740	FEES	0.00	0.00	0.00	0.00	0.00	0.00
6750	STUDENT EVT- SPEC EVENT	0.00	0.00	0.00	0.00	0.00	0.00

(UNADJUSTED)

Condensed Board Summary Report

From 05/01/2023 To 05/31/2023

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

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
6790	OTHR STUDENT ACT INCOME	(15,000.00)	0.00	(228.00)	0.00	(14,772.00)	1.52
	<b>Total</b>	<b>(96,400.00)</b>	<b>(8,492.47)</b>	<b>(76,267.54)</b>	<b>0.00</b>	<b>(20,132.46)</b>	<b>79.12</b>
6800							
6821	STATE REV REC OTHER PA	0.00	0.00	0.00	0.00	0.00	0.00
6831	FUNDS OTHER PA SCH DST	0.00	0.00	0.00	0.00	0.00	0.00
6832	FEDERAL IDEA REVENUE	(238,450.00)	0.00	0.00	0.00	(238,450.00)	0.00
6833	AARP IDEA	0.00	0.00	0.00	0.00	0.00	0.00
6837	FED REV CARES ACT-CNTY	0.00	0.00	0.00	0.00	0.00	0.00
6839	FEDERAL REVENUE - OTHER	0.00	0.00	0.00	0.00	0.00	0.00
	<b>Total</b>	<b>(238,450.00)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>(238,450.00)</b>	<b>0.00</b>
6900	REVENUE LOCAL SOURCES						
6910	USE OF FACILITIES	(3,500.00)	(2,491.40)	(3,036.68)	0.00	(463.32)	86.76
6920	CONTRIBUTION & DONATION	0.00	0.00	(159.00)	0.00	159.00	0.00
6941	REGULAR SCH TUITION	0.00	(350.00)	(3,150.00)	0.00	3,150.00	0.00
6942	SUMMER SCHOOL TUITION	(9,000.00)	0.00	0.00	0.00	(9,000.00)	0.00
6944	Tuition other LEA's	(27,000.00)	0.00	(21,375.07)	0.00	(5,624.93)	79.17
6980	COMMUNITY ACTIVITY REV	(7,900.00)	0.00	(3,800.00)	0.00	(4,100.00)	48.10
6990	MISCELLANEOUS REVENUE	0.00	20,823.50	(4,735.77)	0.00	4,735.77	0.00
6991	REFUND OF P/Y EXPEND	0.00	0.00	0.00	0.00	0.00	0.00
6992	ENERGY EFF REV & INCENT	0.00	0.00	0.00	0.00	0.00	0.00
6999	Miscellaneous	(30,000.00)	(530.03)	(141,442.75)	0.00	111,442.75	471.48
	<b>Total</b>	<b>(77,400.00)</b>	<b>17,452.07</b>	<b>(177,699.27)</b>	<b>0.00</b>	<b>100,299.27</b>	<b>229.59</b>
7000							
7100	BASIC INS. OPR. SUBSIDIES						

(UNADJUSTED)

Condensed Board Summary Report

From 05/01/2023 To 05/31/2023

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

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
7110	BASIC EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00
7111	BASIC EDUCATION SUBSIDY	(3,510,484.00)	0.00	(2,736,065.00)	0.00	(774,419.00)	77.94
7112	SOCIAL SECURITY SUBSIDY	(813,209.00)	(179,392.49)	(756,221.07)	0.00	(56,987.93)	92.99
7140	CHARTER SCHOOLS	0.00	0.00	0.00	0.00	0.00	0.00
7160	Tuition for 1305 & 1306	0.00	0.00	0.00	0.00	0.00	0.00
	<b>Total</b>	<b>(4,323,693.00)</b>	<b>(179,392.49)</b>	<b>(3,492,286.07)</b>	<b>0.00</b>	<b>(831,406.93)</b>	<b>80.77</b>
7200	REVENUE EDU.PROGRAMS						
7210	HOMEBOUND INSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
7220	VOCATIONAL EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00
7230	ALTERNATIVE EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00
7250	MIGRATORY CHILDREN	0.00	0.00	0.00	0.00	0.00	0.00
7271	SPECIAL EDUCATION	(995,464.00)	0.00	(809,085.00)	0.00	(186,379.00)	81.28
7299	DIRECT PMT - PRRS & APS	0.00	0.00	0.00	0.00	0.00	0.00
	<b>Total</b>	<b>(995,464.00)</b>	<b>0.00</b>	<b>(809,085.00)</b>	<b>0.00</b>	<b>(186,379.00)</b>	<b>81.28</b>
7300	REVENUE NON-ED PROGRAMS						
7310	TRANSPORTATION	0.00	0.00	0.00	0.00	0.00	0.00
7311	SD TRANSPORTATION	(285,000.00)	0.00	(229,709.00)	0.00	(55,291.00)	80.60
7312	NP TRANSPORTATION	(115,000.00)	0.00	(46,200.00)	0.00	(68,800.00)	40.17
7320	RENT & SINK FUND PYMT	0.00	0.00	0.00	0.00	0.00	0.00
7330	MEDICAL/DENTAL SVCS	(42,000.00)	0.00	0.00	0.00	(42,000.00)	0.00
7340	SUPPLEMENTAL REIMBURSE	(1,172,391.00)	0.00	(1,172,390.81)	0.00	(0.19)	100.00
7360	SAFE SCHOOLS	0.00	0.00	0.00	0.00	0.00	0.00
7361	PCCD Grant	0.00	0.00	0.00	0.00	0.00	0.00
	<b>Total</b>	<b>(1,614,391.00)</b>	<b>0.00</b>	<b>(1,448,299.81)</b>	<b>0.00</b>	<b>(166,091.19)</b>	<b>89.71</b>

(UNADJUSTED)

Condensed Board Summary Report

From 05/01/2023 To 05/31/2023

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

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
7500	ACCOUNTABILITY GRANT						
7500	ACCOUNTABILITY GRANT	0.00	0.00	0.00	0.00	0.00	0.00
7501	Accountability Grant	0.00	0.00	0.00	0.00	0.00	0.00
7505	READY TO LEARN BLK GRNT	(142,538.00)	0.00	(142,538.00)	0.00	0.00	100.00
7506	PA SMART GRANTS	0.00	0.00	0.00	0.00	0.00	0.00
7510	EXTRA GRANTS	0.00	0.00	0.00	0.00	0.00	0.00
7599	EXTRA GRANTS	0.00	0.00	0.00	0.00	0.00	0.00
	<b>Total</b>	<b>(142,538.00)</b>	<b>0.00</b>	<b>(142,538.00)</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>
7800	REVENUE PA SHARE BEN.						
7810	FICA - STATE	0.00	0.00	0.00	0.00	0.00	0.00
7820	RETIREMENT - STATE	(3,777,896.00)	0.00	(2,865,280.31)	0.00	(912,615.69)	75.84
	<b>Total</b>	<b>(3,777,896.00)</b>	<b>0.00</b>	<b>(2,865,280.31)</b>	<b>0.00</b>	<b>(912,615.69)</b>	<b>75.84</b>
7900	REVENUE TECHNOLOGY						
7920	CLASSROOMS FOR FUTURE	0.00	0.00	0.00	0.00	0.00	0.00
7990	OTHER TECHNOLOGY GRANT	0.00	0.00	0.00	0.00	0.00	0.00
	<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
8000							
8500	FEDERAL GRANTS-IN-AID						
8512	IDEA Part B	0.00	0.00	0.00	0.00	0.00	0.00
8513	TITLE I GRANT IMPROV	0.00	0.00	0.00	0.00	0.00	0.00
8514	Title I	(264,945.00)	(20,738.00)	(197,040.35)	0.00	(67,904.65)	74.37
8515	TITLE II	(55,578.00)	0.00	(25,077.80)	0.00	(30,500.20)	45.12
8516	TITLE III ESL	(6,420.00)	0.00	0.00	0.00	(6,420.00)	0.00
8517	DRUG FREE SCHOOLS	(14,686.00)	0.00	(22,789.42)	0.00	8,103.42	155.18

(UNADJUSTED)

Condensed Board Summary Report

From 05/01/2023 To 05/31/2023

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

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
8518	TITLE V	0.00	0.00	0.00	0.00	0.00	0.00
8519	TITLE II/TITLE V GRANT	0.00	0.00	0.00	0.00	0.00	0.00
8570	TITLE II EESE GRANT	0.00	0.00	0.00	0.00	0.00	0.00
	<b>Total</b>	<b>(341,629.00)</b>	<b>(20,738.00)</b>	<b>(244,907.57)</b>	<b>0.00</b>	<b>(96,721.43)</b>	<b>71.69</b>
8600	OTHER FED.GRANTS-IN-AID						
8670	DRUG FREE SCHOOLS	0.00	0.00	0.00	0.00	0.00	0.00
8680	TITLE III	0.00	0.00	0.00	0.00	0.00	0.00
8690	OTHER FEDERAL GRANTS	0.00	0.00	0.00	0.00	0.00	0.00
	<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
8700							
8701	IDEA PART B - ARRA	0.00	0.00	0.00	0.00	0.00	0.00
8708	ARRA FISCAL STAB - BE	0.00	0.00	0.00	0.00	0.00	0.00
8709	Basic Ed - Ed Jobs	0.00	0.00	0.00	0.00	0.00	0.00
8741	CARE ACT - ESSER FUNDNG	0.00	0.00	0.00	0.00	0.00	0.00
8742	GOV EMER ED RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00
8743	ESSER II - CRRSA ACT	0.00	0.00	(852,380.65)	0.00	852,380.65	0.00
8744	ARP ESSER III	(1,049,526.00)	(177,361.45)	(1,312,474.73)	0.00	262,948.73	125.05
8747	EMERGENCY CONNECTIVITY	0.00	0.00	(776,787.25)	0.00	776,787.25	0.00
8749	CARES ACT - PCCD FUNDNG	0.00	0.00	0.00	0.00	0.00	0.00
8751	ARP ESSER 7% LEARNING	0.00	(17,723.43)	(49,231.75)	0.00	49,231.75	0.00
8752	ARP ESSER 7% SUMMER	0.00	(3,544.65)	(9,846.25)	0.00	9,846.25	0.00
8753	ARP ESSER 7% AFTERSCHOOL PROGRAMS	0.00	(3,544.74)	(9,846.50)	0.00	9,846.50	0.00
	<b>Total</b>	<b>(1,049,526.00)</b>	<b>(202,174.27)</b>	<b>(3,010,567.13)</b>	<b>0.00</b>	<b>1,961,041.13</b>	<b>286.85</b>

(UNADJUSTED)

Condensed Board Summary Report

From 05/01/2023 To 05/31/2023

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

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
8800	ACCESS REIMBURSEMENTS						
8810	MEDICAL ASSISTANCE	(15,000.00)	0.00	(80,231.35)	0.00	65,231.35	534.88
8820	MED ASSIS - TRANS & AD	0.00	0.00	(8,099.50)	0.00	8,099.50	0.00
	<b>Total</b>	<b>(15,000.00)</b>	<b>0.00</b>	<b>(88,330.85)</b>	<b>0.00</b>	<b>73,330.85</b>	<b>588.87</b>
9000							
9200							
9220	LEASE PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00
	<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
9300							
9330	Trans from Cap Reserve	0.00	0.00	0.00	0.00	0.00	0.00
	<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
9400	SALE OF ASSETS						
9400	SALE OF ASSETS	0.00	0.00	0.00	0.00	0.00	0.00
	<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>MAJOR FUND 10 TOTALS</b>							
	<b>Total Expenditure</b>	<b>49,186,932.00</b>	<b>3,753,760.24</b>	<b>40,421,191.01</b>	<b>1,828,369.54</b>	<b>6,937,371.45</b>	<b>85.90</b>
	<b>Total Other Expenditure</b>	<b>1,929,953.00</b>	<b>23,903.84</b>	<b>2,034,952.07</b>	<b>0.00</b>	<b>(104,999.07)</b>	<b>105.44</b>
	<b>Total Revenue</b>	<b>(51,116,885.00)</b>	<b>0.00</b>	<b>(50,041,019.38)</b>	<b>0.00</b>	<b>(1,075,865.62)</b>	<b>97.90</b>
	<b>Total Other Revenue</b>	<b>0.00</b>	<b>(1,224,212.55)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
		<b>0.00</b>	<b>2,553,451.53</b>	<b>(7,584,876.30)</b>	<b>1,828,369.54</b>	<b>5,756,506.76</b>	

(UNADJUSTED)

**Condensed Board Summary Report**

From 05/01/2023 To 05/31/2023

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

<b>Grand Totals All Funds</b>	<b>Current Budget</b>	<b>PTD Exp/Rev</b>	<b>YTD Exp/Rev</b>	<b>YTD Outstanding Enc</b>	<b>Balance</b>	<b>YTD% Used</b>
Total Expenditure	49,186,932.00	3,753,760.24	40,421,191.01	1,828,369.54	6,937,371.45	85.90
Total Other Expenditure	1,929,953.00	23,903.84	2,034,952.07	0.00	(104,999.07)	105.44
Total Revenue	(51,116,885.00)	(1,224,212.55)	(50,041,019.38)	0.00	(1,075,865.62)	97.90
Total Other Revenue	0.00	0.00	0.00	0.00	0.00	0.00
	<b>0.00</b>	<b>2,553,451.53</b>	<b>(7,584,876.30)</b>	<b>1,828,369.54</b>	<b>5,756,506.76</b>	

**Capital Reserve Finance Report  
May 31, 2023**

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

**SAUCON VALLEY HIGH SCHOOL  
FINANCIAL REPORTS  
APRIL 30, 2023  
CLUB ACCOUNT FUND**

BEGINNING BALANCE	\$	65,645.75
INCOME		31,256.48
EXPENSES		24,856.04
ENDING BALANCE	\$	72,046.19

CLUB ACCOUNT	ENDING BALANCE
AEVIDUM	390.71
BAND	1,912.01
CALCULUS CLUB	114.89
CHORUS	724.84
CLASS OF 2017	-
CLASS OF 2022	583.27
CLASS OF 2023	6,523.43
CLASS OF 2024	4,705.03
CLASS OF 2025	2,897.11
CLASS OF 2026	680.25
COMPETITION CHEERLEADING	485.21
DANCE TEAM	2,218.17
DRAMA CLUB	1,741.70
ENVIRONMENTAL CLUB	65.36
FBLA	6,931.23
FOREIGN LANGUAGE	537.20
GLOBAL SCHOLARS	173.98
GSA	47.83
NAT'L HONOR SOCIETY	3,071.56
LEO CLUB	685.15
MINI-THON	14,582.26
MODEL UN	320.76
NEWSPAPER	158.28
PAINTBALL	50.40
PHOTOGRAPHY CLUB	536.21
READING TEAM	5.83
ROBOTICS CLUB	11,364.28
RUGBY CLUB	687.63
SADD	136.09
SGA - STUDENT STORE	4,123.17
SKI CLUB	1,129.54
SMASH-VIDEO CLUB	24.01
SPIRIT COUNCIL	97.71
STEM	583.95
UNICEF	428.54
YEARBOOK	3,216.81
INTEREST	111.79
<b>TOTALS</b>	<b>\$ 72,046.19</b>

*Walter Pawlowski*  
Principal

## 121-AR. CURRICULUM-RELATED FIELD TRIPS

These Administrative Regulations are enforced for all District field trips, as defined in the accompanying Board Policy.

### **General Guidelines**

Properly planned and executed field trips should:

1. Supplement and enrich classroom learning by providing educational experiences in an environment outside the schools.
2. Arouse new interests among students.
3. Help students relate academic learning to the reality of the world outside of school.
4. Introduce community resources, such as natural, cultural, industrial, commercial, governmental, and educational.
5. Afford students the opportunity to study real things and real processes in their actual environment.

### **Approval Process**

All field trips must be approved by the building principal or their designee.

Staff members wishing to submit a request for approval of a field trip shall complete the appropriate approval form. **(See Attachment A)**. The request must be made to the principal at least sixty (60) school days prior to the date of the trip. The request must include the following:

- a) Purpose of the field trip and its relationship to instruction
- b) Destination of the trip, including round trip mileage, and who is coordinating the trip
- c) Number of students, grade, and subject area
- d) Number of chaperones attending
- e) Expenses to be paid and the funding source

Staff members planning field trips shall ensure that each trip is planned in a way that incorporates the approved curriculum and is enhanced by an appropriate follow-up activity. The evaluation of the effectiveness of field trips and related activities is the responsibility of the building principal or their designee.

Permission of the parents/guardians of students attending field trips must be sought and obtained in writing before any student may participate in a field trip. **(See Attachment B)**. Such permission shall be sought at least 6 weeks in advance.

## **Transportation**

The bus transportation request (**See Attachment C**) must be completed and turned in six weeks in advance. Private vehicles may not be used for field trip transportation without prior approval of the Superintendent or designee. Additional insurance and supporting documentation may be required.

Appropriate arrangements/accommodations shall be made for the transportation of students with special mobility needs. The Director of Student Services and Special Education shall be consulted, if necessary.

No more than 10 buses will be allocated for field trips on a given day, unless otherwise approved by the principal, in consultation with the Transportation Department. Allocations shall be made on a first come basis.

Field trips will be approved only on days when the District's schools are in session, unless approved by the principal, in consultation with the Transportation Department.

Approval of field trips may be conditioned upon availability of transportation service and/or nursing staff.

Field trips will not be authorized on late arrival/early dismissal days, unless approved by the building principal, in consultation with the Transportation Department.

No field trips will be scheduled after June 1st of the school year unless approved by the principal, in consultation with the Transportation Department.

No field trips will be scheduled during the first two weeks of the school year, unless approved by the principal, in consultation with the Transportation Department.

School vehicles for field trips are generally are not available before 9 a.m., and must be back at school by 2 p.m., unless otherwise approved by the principal, in consultation with the Transportation Department.

## **Costs**

All fees shall be clearly outlined. All financial obligations must be met prior to the trip. No student shall be denied an opportunity to participate in a field trip because the parents/guardians are unable to afford the fees.

If students will eat lunch while out of the building, the teacher is responsible for notifying the Food Service Department at least two weeks in advance of the field trip.

## **Students with Disabilities**

Staff members planning field trips shall ensure that such trips are accessible for students with disabilities and that accommodations included in 504 Plans and IEPs can be implemented on the field trip. The Director of Student Services and Special Education shall be consulted if necessary.

## **Medication on Field Trips & Students with Health Needs**

Medication will be administered to students on field trips in accordance with Board Policy and Administrative Regulation 210 (Use of Medications) and applicable law.

The staff member responsible for planning the field trip shall turn in all medical documentation to the school nurse at least 4 weeks in advance of the trip, to plan for the management and supervision of student health needs on the trip.

If it is determined that a nurse is required to attend the trip, the staff member responsible for planning the trip shall submit a request for a nurse to attend the trip to the building principal and Special Education & Pupil Services Office (**Attachment Form D**). All permission forms (**Attachment Form B**) must be submitted with the checklist (**Attachment Form E**) to the building principal and nurse.

Parents/guardians of students with disabilities or their authorized designee may be permitted, but may not be required to attend field trips with their child to provide services that would otherwise be provided by nursing staff as per the student's 504 Plan or IEP. The parent's authorized designee may not be a District employee, student or person under the age of 18.

A student who requires medication administration on a field trip cannot be barred from attending because a nurse is not available to accompany the student and administer the medication(s).

## **Adult Supervision / Chaperones**

The number of chaperones will be determined by the size of the group attending the field trips. Whenever adult assistance is needed for a field trip over and above the school staff assigned to the trip, the building principal or designee has discretion to request that a set number of parents/guardians accompany students as chaperones on the field trip.

All parents shall be advised of the opportunity to attend the field trip as chaperones. If more than the desired number of parents/guardians request to accompany the class as a chaperone, chaperones will be chosen at random, with preference given to those who have not yet been chaperones during the current school year.

Parent/guardian chaperones attending field trips are expected to assist the entire class, not just his or her own child, unless it has been arranged in advance for the parent/guardian to accompany his/her own child to provide services that would otherwise be provided by a staff person such as a nurse as part of the student's 504 Plan or IEP.

Parent/guardian chaperones shall refrain from disruptive conversation and from disruptive interaction with students or staff during field trips. Chaperones who do not effectively carry out their responsibilities on a particular field trip or otherwise meet expectations may be disqualified, at the discretion of the building principal or designee, from future service as a field trip chaperone.

Chaperones are required to adhere to all provisions outlined in Board Policy 916 (Volunteers), including, but not limited to, the requirement to submit clearances and certifications prior to serving as a field trip chaperone.

### **Emergencies**

At least one staff member attending the field trip shall be designated as the individual responsible for bringing emergency contact information for students attending the field trip. Emergency contact information shall include, at a minimum, the following items: (1) name of student; (2) parent/guardian name, address and phone number; (3) name and phone number of designated emergency contact.

If a student or students gets lost or becomes missing on the field trip, an adult must remain at the site to assist in the return of the student(s).

If a student becomes seriously ill or injured on a field trip, the teacher should contact 911. A designated staff member shall accompany the student to the hospital, if applicable. The staff member shall immediately contact the building principal, or, if the principal is not available, the central office. The principal or central office representative will contact the student's parent/guardian, and the designated staff member shall remain with the student until the student's parent/guardian arrives. If the staff member cannot get in touch with the principal or the central office, the staff member shall contact the parent/guardian and notify the principal as soon as possible thereafter. The staff member will later be required to complete the serious incident report (refer to crisis procedure manual).

### **Other Guidelines**

Staff members planning field trips are expected to properly prepare their students for the field trip. Behavior expectations shall be clearly communicated to students in advance. Students should be reminded that while on the field trip, all school rules remain in full effect.

Students may be excluded from field trips at the discretion of the principal. Any alternative arrangements approved by the principal will be communicated to the parents/guardians.

When plans for an approved field trip change for any reason, parents/guardians and the building principal shall be notified as soon as possible

ATTACHMENT A – TRIP APPROVAL FORM  
 Saucon Valley School District  
**FIELD TRIP REQUEST**

**Procedure:**

1. Staff Members who wish to sponsor field trips submit request forms to building principals in accordance with the building-level budget development timeline.
2. Principals select requests that are to be included in proposed school budgets.
3. Following adoption of the district budget, principals notify staff of decisions related to requested field trips.
4. At least six (6) weeks prior to the event, field trip coordinators prepare and submit Bus Transportation Request forms to principals.
5. Principals sign and forward Field Trip and transportation request forms to the superintendent as verification of building-level approval and allocation of appropriate funding. Requests submitted outside the budget approval process must be accompanied by an explanation of the rationale for the proposed funding source for the trip.

**Form:**

Field trip site: \_\_\_\_\_ Date(s) of trip \_\_\_\_\_  
 Approximate Round trip mileage: \_\_\_\_\_  
 School: \_\_\_\_\_ Grade/Subject area \_\_\_\_\_  
 Coordinator(s): \_\_\_\_\_  
 Number of students: \_\_\_\_\_ Chaperones: \_\_\_\_\_ Total riders: \_\_\_\_\_  
 Description of activities/relationship to Instructional program: \_\_\_\_\_

<u>Anticipated Costs (Amounts)</u>	<u>Funding Source</u>	<u>Cost to District</u>
Transportation _____	_____	_____
Fees _____	_____	_____
Other Costs _____	_____	_____
Requested by: _____	Date: _____	
Approved by: _____	Date: _____	

ATTACHMENT B – FIELD TRIP PERMISSION

Saucon Valley School District

I, \_\_\_\_\_, the parent/guardian of \_\_\_\_\_, give my child permission to participate in the field trip to \_\_\_\_\_ on \_\_\_\_\_ . In the event my child fails to follow all school rules and regulations during the field trip, I understand that he/she will be subject to appropriate disciplinary action. I understand that in the event of a medical emergency involving my child, it is my medical insurance that is responsible for the coverage. School district insurance *does not* cover personal illness or injury. I also give my consent to the school personnel in charge during the field trip to secure appropriate medical treatment in case a parent/guardian cannot be reached.

PARENT OR GUARDIAN WILL BE ATTENDING THIS TRIP \_\_\_ YES \_\_\_ NO

PLEASE COMPLETE THE FOLLOWING SECTION EVEN IF YOUR CHILD DOES NOT HAVE ANY HEALTH ISSUES. The information provided here will be used as the most recent and updated medical information for your child.

Health Conditions:

Treatments:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_ My child does not have any health conditions

Food/Drug Allergies:

\_\_\_\_\_

\_\_\_ My child does not have any Food or Drug allergies

Medications: If your child will require any medication to be administered, please have your physician complete the *Authorization for Administration of Medication at School* form.

Emergency Medications: Please indicate if your child has any of the following medications prescribed. *Note:* An emergency plan of care from your physician is required to be on file in the school Health Room if there is an emergency medication prescribed.

\_\_\_ Asthma inhaler \_\_\_ Emergency Epinephrine injector \_\_\_ Emergency Seizure Medication

\_\_\_ Insulin/Glucagon \_\_\_ Other: \_\_\_\_\_

Parent/Guardian telephone number(s) during time of field trip: \_\_\_\_\_

Health Insurance Company: \_\_\_\_\_ Policy Number: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian printed name: \_\_\_\_\_

My signature above authorizes school staff to communicate pertinent health conditions/information to appropriate personnel in order to secure health services that may be needed during the field trip.

ATTACHMENT C – Transportation Request Form

**Saucon Valley School District**

Form completion Date: \_\_\_\_\_

All requests must be submitted at least 4 weeks prior to the trip.

1. A separate request form must be completed for each trip.
2. A copy will be returned following approval.

This section is to be completed by Sponsor and approved by the Principal:

Date of trip: \_\_\_\_\_ School/Class and/or Grade: \_\_\_\_\_ Teacher: \_\_\_\_\_

Departure time from school: \_\_\_\_\_ Return Arrival time at school: \_\_\_\_\_

Number of riders: \_\_\_\_\_ Destination: \_\_\_\_\_

Wheelchair riders: \_\_\_\_\_ Purpose of trip: \_\_\_\_\_

**Cost paid by:** \_\_\_\_\_ District \_\_\_\_\_ Students \_\_\_\_\_ Other

Comments, Directions, and Special Instructions:

\_\_\_\_\_

\_\_\_\_\_

The actual cost is calculated by the Transportation Department at the completion of the trip.

Vehicle/Driver Expense Calculations: Vehicles - Mileage starts & ends at the bus garage.

Drivers - overtime starts after 8 hours - Previous route driving is included in this calculation.

Include 15 Minutes - Bus Garage to school. Include 15 minutes School to the bus garage.

Totals:

Parking fees (per bus):	Ex: - Philly parking \$20.00	\$0.00	\$0.00
PA Turnpike tolls (per Bus)	Ex: - Reading to Carlisle \$12.50	\$0.00	\$0.00

Miles:

Rate:

Totals:

Van Mileage Calculation	0	X .80 per mile	\$0.00
School Bus mileage Calc.	0	X .80 per mile	\$0.00

Hours:

Rate:

Totals:

Driving hours	0	X \$32.72	\$0.00
Overtime driving hours	0	X \$49.07	\$0.00
Layover hours	0	TBD	\$0.00
Overtime layover hours	0	TBD	\$0.00

Van/Bus Total Estimate:	\$0.00
Multiple bus Total Estimate: Number of buses _____	\$0.00

Van capacity is 9 students.      60 per Bus - 2 per seat      WC Bus is a separate Bus

Approved by Principal: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_

Vehicles:                      Vans: \_\_\_\_\_                      Buses: \_\_\_\_\_

ATTACHMENT D – Nurse Request Form

Saucon Valley School District

Section I. Coordinator of trip completes (\*Director of Pupil Services must receive form (Sec I & II), 4 weeks prior to the trip.):

Building:	_____
Date of field trip:	_____
Coordinator:	_____
Coordinator position:	_____
Phone #/extension:	_____
Destination:	_____
Departure time:	_____
Return time:	_____
Location to meet for departure:	_____

Criteria for Nurse (please check applicable boxes):

- Student(s) with medical needs **\*Attach permission slips**
- Parent/Guardian unable to attend for students with medical needs
- No other medical services available (Check after you have contacted the site for availability of nursing services).

\*Medical criteria is as follows: Diabetes, seizures or other health issues (School Nurse reviews whether a nurse maybe needed to be on the trip due to medical reasons)

Section II. Building Principal Completes:

<ul style="list-style-type: none"><li>• Student(s) require a nurse for field trip.</li><li>• Student(s) do not require a nurse for field trip.</li></ul>	
_____	
Building Principal Signature	Date:

Section III. Director of Pupil Services Completes:

<ul style="list-style-type: none"><li>• Approve</li><li>• Disapprove</li></ul>	
_____	
Director of Pupil Services Signature	Date:

Section IV. Nurse Assigned

<ul style="list-style-type: none"><li>• Nurse needed If so, who is assigned: _____ Date secured: _____</li><li>• Nurse not needed</li></ul>
---

ATTACHMENT E – Field Trip Checklist

Saucon Valley School District

Trip coordinator: \_\_\_\_\_

Field trip request submitted for Board approval (if applicable)

Transportation request submitted

Permission forms checked for completeness and signed

Nurse request form attached

Roster attached

Permission slips submitted to Nurse on \_\_\_\_\_ (Four weeks prior to trip. Late submission could result in cancellation of the trip due to inadequate time to process forms and/or secure a nurse. Exceptions are for qualifying events.)

Nurse:

Forms reviewed, plans and med orders attached

Copies made for:  Nurse file  Field Trip Nurse  Trip Coordinator  Principal

Packet given to Principal on \_\_\_\_\_ for review

Office of Pupil Services:

Packet reviewed by Sherry Belskie

Nurse required \_\_\_\_\_ Nurse Scheduled \_\_\_\_\_ No nurse required

Nurse and trip coordinator notified of nurse status

- Field trip forms may not be altered in any way.
- If there are the same students attending multiple trips with the same coordinator, all dates may be added to the top of the form. However, each trip will require a separate packet to be submitted.
- Once the packet is submitted to the nurse, no one may be added to the roster.
- Late forms will not be accepted
- If permission forms are incomplete or any attachments are missing, packet will be returned

Saucon Valley School District  
Office of the Superintendent

TO: David Bonenberger, Business Manager

FROM: Jaime L. Vlasaty, Superintendent

RE: Surplus / Obsolete Materials

SCHOOL:

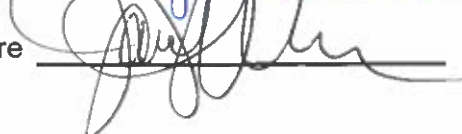
Room Number:

Description	Serial Number	Reason for Disposal	Total
Red Cat FM System	090225-0175	Broken / no longer made cannot get parts	1

Reason: Obsolete

Pick-up Location: District Office

Principal's/Supervisor's Signature  Date 6/9/23

Superintendent Signature  Date \_\_\_\_\_

Office Use:  
Date Declared \_\_\_\_\_ Date of Disposal \_\_\_\_\_  
Picked Up By \_\_\_\_\_ Disposal Method \_\_\_\_\_

## Finance Committee Summary – June 21, 2023

The Finance Committee of the Saucon Valley School Board met on June 21, 2023, at 5:00 pm in the District Office Conference Room.

The following items were on the Finance Committee agenda:

- Discussion & Action: Homestead/Farmstead
- Discussion & Action: Senior Citizen Tax Rebate Resolution
- Discussion & Action: District Maintenance
- Discussion & Action: Team Snap Agreement
- Discussion & Action: Designation of Fund Balances
- Discussion & Action: Power School Contract

The committee recommended sending all items to the June 27<sup>th</sup> Board meeting, except the PowerSchool contract will go to the July 11, 2023 meeting.

**SAUCON VALLEY SCHOOL DISTRICT  
HELLERTOWN, PENNSYLVANIA**

**CONTRACT**

**Between the**

**BOARD OF SCHOOL DIRECTORS**

**and the**

**SAUCON VALLEY EDUCATION SUPPORT  
PROFESSIONALS, ESP/PSEA/NEA**

**EFFECTIVE**

**July 1, 2022 — June 30, 2027**

**SAUCON VALLEY SCHOOL DISTRICT**

CONTRACT BETWEEN THE BOARD OF SCHOOL DIRECTORS AND THE SAUCON VALLEY  
EDUCATION SUPPORT PROFESSIONALS, ESP/PSEA/NEA

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**AGREEMENT**

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Board of School Directors of the Saucon Valley School District, Hellertown, Pennsylvania, hereinafter called the “Employer”, and the Saucon Valley Education Support Professionals, ESP/PSEA/NEA hereinafter called the “Association”.

**WITNESSETH**

*WHEREAS*, the Employer and the Association recognize and declare that providing quality service for the schools of the Saucon Valley School District is their mutual aim and that the character of such service depends predominately upon the quality and morale of the Support Personnel Service, and

*WHEREAS*, the Employer desires to negotiate with the Association as the representative of the Non-Professional Employees of the school district with respect to the terms and conditions of employment, and

*WHEREAS*, the parties have reached certain understandings which they desire to confirm in this Agreement.

*NOW, THEREFORE*, in consideration of the following mutual covenants it is hereby agreed as follows:

## **ARTICLE I - RECOGNITION**

- A.** The Employer hereby recognizes the Saucon Valley Education Support Professionals, ESP/PSEA/NEA as the exclusive and sole representative for all support personnel Employees certified to be in the Bargaining Unit by the PLRB in Certification Number PERA-U-90-273-E (PERA-R-4188-C).

## **ARTICLE II - DURATION OF AGREEMENT**

- A.** Effective Date

This Agreement shall be effective as of July 1, 2022 and shall continue in effect until June 30, 2027 (date of expiration).

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. This Agreement shall constitute the full and complete commitment between the parties. The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement and no additional negotiations will be conducted on any items whether contained herein or not during the life of this Agreement.

## **ARTICLE III - RIGHTS OF SUPPORT PROFESSIONAL EMPLOYEES**

- A.** Except as to probationary or substitute Employees, no Employees shall be discharged without just cause. An Employee who is improperly discharged or suspended shall be reinstated to his/her employment with full seniority rights and compensation for all time lost.
- B.** Whenever any Employee is required to appear before the Superintendent, any representative of the Employer, the Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that Employee in his/her position or employment, or the salary or any increments pertaining thereto, then the Employee shall be given at least one day prior written notice of the reasons for such meeting or interview with the Superintendent (except in emergency situations only, such as student safety), the Board or any committee or member thereof but no written notice is required if the Employee is required to appear before any representative of the Employer other than those previously mentioned. In all instances, the Employee shall be informed by the Employer that he/she is entitled to have a representative of the Association present to advise him/her and represent the Employee during such meeting or interview. If the Employer has legal counsel present, the Employee also shall be entitled to have legal counsel present, at Employee's own expense.
- C.** No reprisals of any kind shall be taken by the Employer or by any members of the Administration against any party in interest, any Representative, any Member of the Association, or any other participant in the grievance procedure by reason of such participation.

- D. Nothing contained herein shall be construed to deny or restrict to any Employee such rights as the Employee may have under the Public School Code of 1949, as amended, or the Public Employee Relations Act, Act 195, Act 88 of 1992 or other applicable laws and regulations.
- E. Nothing contained herein shall be construed to deny or restrict to the Board such rights as it may have under the Public School Code of 1949, as amended, or the Public Employee Relations Act, Act 195, Act 88 of 1992 or other applicable laws and regulations.
- F. The Employer shall provide the Association with an individual seniority list for each department group. The Employer will provide the information necessary for this purpose.

The departments shall consist of the following:

- 1. Maintenance Personnel
- 2. Custodian
- 3. Transportation Employees — Mechanics (List 1)
- 4. Transportation Employees — Full-time Transportation Employees (List 2)
- 5. Transportation Employees — Part-time Transportation Employees (List 3)

**G. DEFINITIONS/WORK DAY/SENIORITY**

- 1. Full-time Employees shall be defined as mechanics, custodians and maintenance workers working regularly eight (8) or more hours per day, twelve months per year. All other employees covered by this Agreement, yet not fulfilling this definition shall be considered Part-time Employees for purposes of this Agreement unless defined below under this section. No part time employees not falling under another employment category in this section of the contract are eligible for benefits under this Contract. A normal work week for full-time Employees shall consist of five (5) regularly scheduled days. The normal work day for full-time Employees shall consist of eight (8) consecutive hours with regularly scheduled starting and ending times. Employees may not leave the premises during this time unless directed to do so by the Administration. Changes in the regularly scheduled work week or work day shall be made only after a minimum three-day notice to the Employee and shall be made for bona fide managerial reasons and not merely for the purpose of avoiding overtime. This section shall not apply to a permanent reduction in time or force.
- 2. A Full-time Transportation Employee shall be defined as an Employee that drives morning and afternoon runs each and every day that school is in session and a minimum of twenty-five (25) hours per week.
- 3. A Part-time Transportation Employee, formerly a substitute Employee, shall be defined as an Employee that drives morning and afternoon runs on a semi-regular

basis based on their availability. For this category of drivers, work opportunities are rotated amongst this group at the discretion of the Supervisor of Campus Operations. Part-time Transportation Employees shall not be eligible for any fringe benefits or leave benefits under this Agreement except for Life Insurance benefits as defined under the Agreement.

4. The Utility Driver Position will include additional duties, including, but not limited to, warehouse duties as defined by the Administration, food and mail delivery, package delivery, and loading and unloading of food deliveries. Inventory, which was a responsibility under the maintenance job description, now will be a responsibility of the Utility Driver Position.
5. Full-time Employees shall have a daily, paid lunch period of thirty (30) minutes per day during normal work day. Such lunch period shall be duty-free except that Employees shall be available during that period for emergencies.
6. Holidays and Vacation Days — For purposes of computing time in service, the entitlement days earned and taken as “Holiday”, “Vacation”, “Personal” or “Personal Illness — Family Illness” days shall be included.
7. Seniority means the status of the Employee with respect to continuous service with the Saucon Valley School District.. Seniority shall be computed from the Employee’s most recent date of beginning work and shall accrue as provided by law. When more than one Employee has identical length of service, then order of seniority shall be determined by lottery.
8. Transportation shall retain three (3) seniority lists for transportation Employees as follows:

List 1 — Mechanics

List 2 — Full-time Transportation Employees

List 3 — Part-time Transportation Employees

It is understood by the parties that the following provisions shall prevail in matters relating to seniority:

- a. Whenever vacancies occur in the full-time (Mechanics — List 1) category of transportation personnel, and no other full-time Employee who opts for the position is found qualified for same, then vacancies shall be offered based on seniority to those persons who occupy positions as listed in Full-time Transportation Employees — List 2.
- b. It is understood by the parties that if reductions in force become necessary, no Employee listed in Full-time Transportation Employees — List 2 above shall “bump” an Employee whose name appears in Mechanics — List 1 above.

- c. In the event that a Full-time Transportation Employees — List 2 Employee is promoted to Mechanics — List 1 they shall take with them all their seniority from Full-time Transportation Employees — List 2. However, if he/she shall leave voluntarily or be discharged because they are unable to perform the duties of a Mechanics — List 1 Employee, that such Employee shall lose all of his/her seniority acquired in either category. Should such Employee be re-employed, the Employee shall be treated as a new probationary Employee.
  - d. It is understood by the parties that an Employee's competency and ability to perform the job shall always be controlling in the foregoing. The adoption of the attached seniority list shall confer no benefits in favor of any Employee under any prior agreement but shall be restricted solely to the rights under this Agreement.
9. In the event of a layoff or reduction in force, layoffs within a job classification shall be on the basis of seniority within the job classification. However, in the event of layoff or reduction in force for a full-time Employee who has transferred from one full-time job classification to another full-time job classification, District seniority (rather than seniority within the transferred in job classification) shall prevail. Layoffs or reductions in force will be in inverse order of applicable seniority.

A full-time Employee whose job is eliminated may bump the least senior full-time Employee in the same job classification or in another full-time job classification.

In the event of a vacancy in a full-time job classification, applicant's seniority within that job classification shall prevail.

It is understood by the parties that an Employee's competency and ability to perform the job shall be considered in the foregoing. Compensation rates are attached to job classifications and not a person.

- H.** The Employer reserves the unlimited right to discharge, or relieve from employment, temporarily or permanently, at the Employer's sole discretion, any probationary Employee or a temporary or substitute Employee. A probationary Employee is herein defined to be any Employee who has not completed 450 hours — Full-time and Part-time Transportation Employee - List 2 and List 3; or 720 hours — all other; in the regular employment of the school district.

**I. PROBATIONARY PERIOD FOR EMPLOYEE MOVED TO HIGHER POSITION**

An Employee who is moved to higher position will have a 45 work day probationary period during which time Employee's performance will be reviewed to determine Employee's ability to learn and perform the duties associated with the higher position. During this 45 work day probationary period, Employer reserves the right to return the Employee to his/her prior position at his/her prior pay rate in the event the Employer determines that the Employee is not suitable for the higher position. After the 45th day, the District's right to

return the Employee to his/her prior position shall cease. Employee reserves the right to return to his/her prior position at his/her prior pay rate.

During the probationary period, the Employer shall fill Employee's prior position with a substitute.

#### **ARTICLE IV - ASSOCIATIONS RIGHTS AND PRIVILEGES**

- A.** Whenever any representative of the Association or any Employee is mutually scheduled by the parties to participate during working hours in grievance proceedings, the Employee shall suffer no loss in pay.
- B.** The Employer agrees to permit the Association and its representatives, upon request, reasonable use of school buildings for meeting, provided a Use of Facilities Form is completed and processed in accordance with Board Policy.
- C.** The Association shall be supplied with reasonable space on a bulletin board in its own areas.
- D.** The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, or sex.
- E.** If a grievance actually affects a department or departments of Employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.
- F.** The grievance procedure is attached.
- G.** Association President — 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.

#### **ARTICLE V - MANAGEMENT PREROGATIVES**

- A.** The management of the Employer's premises and equipment and direction of the working forces, including the right to hire and suspend, to classify, assign, discipline and promote, to discharge or transfer for proper cause, to promulgate reasonable working rules, to delegate supervision of Employees, to establish working schedules and conditions and to relieve Employees from duty because of lack of work or for other legitimate reasons, and the right to change, modify, or move any equipment, premises or type of service rendered to the public is vested exclusively in the Employer, subject to the provisions of this Agreement. Nothing in the Article shall supersede the Employees' rights as provided in this Agreement

- B.** Should any Employee fail to make themselves available for work for a period of thirty (30) calendar days, without first providing the Employer with either a valid medical excuse or a leave of absence approved in writing by the Superintendent, such Employee shall be conclusively presumed to have resigned and voluntarily terminated their employment. A copy of all approved leaves shall be given to the Union President. Should the Employer thereafter determine to re-engage such Employee, their status shall be that of a probationary Employee without any seniority.

## **ARTICLE VI - DISCHARGE OR SUSPENSION**

- A.** An Employee may be discharged for reasons set forth in Section 514 of the School Code and Section 111 of the School Code. An Employee will be discharged in accordance with Section 514 of the School Code or other just cause which may include, but will not be limited to the following:
1. Calling or participating in an unauthorized strike, walkout, slowdown, or sit-down;
  2. Drinking of any alcoholic beverage during working hours (including lunch period) or being under the influence of liquor or drugs during working hours (including the lunch period);
  3. Proven or admitted theft or dishonesty;
  4. Physical assault on Employer's representative, or the Public during working hours;
  5. Proven negligence resulting in a serious accident while on duty;
  6. Unauthorized failure to report for work;
  7. Falsifying employment records;
  8. Arrest and conviction of a felony;
  9. Engaging in gainful employment during a leave of absence, except where the leave of absence is expressly granted for this purpose;
  10. Engaging in unauthorized personal activities during working hours;
  11. Failure to report for Drug and Alcohol Test.
- B.** Election of Remedies — In the event of discharge, the Employee shall have the right to file a grievance under a Collective Bargaining Agreement or request a hearing pursuant to Section 514 of the School Code, but not both. Such election of remedies must take place within ten (10) days of receipt of notice of intent to discharge.
- C.** Just Cause — No Employee shall be reprimanded or suspended 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 upon request to the Employee and the Association.

## **ARTICLE VII - COMPENSATION**

NOTE: REFER TO ARTICLE III, PARAGRAPH G-6, COMPUTING TIME IN SERVICE

- A.** The basic wages, performance incentive, and fringe benefits for Employees covered by this Agreement are set forth, (which fringe benefits shall apply only to full-time Employees and which fringe benefits shall apply only to Full-time Transportation Employees — List 2) attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the designated periods.
- B.** Employees required in the course of their work to drive a personal automobile from one school building to another shall receive such car allowance as provided by Board policy. The same allowance shall be given for use of personal cars for field trips or other business of the District. However, personal cars shall not be used except upon specific written request of Employee's immediate supervisor.
- C.** Employees required to work a holiday, other than for building checks, shall be paid double time (2x) for all hours worked that day. Employees required to work a Sunday, other than as a regularly scheduled work day, or a holiday, or for building checks, shall be paid time and a half (1-1/2x) for all hours worked that day. (Reference: Article III, Paragraph G.1). This language is not applicable if school is in session on a holiday listed in the Collective Bargaining Agreement. In this case, reference the benefit listed in Part II-Fringe Benefits K. Paid Holidays #3.
- D.** Method of Payment — Each Employee covered by the provisions of this Agreement shall receive their wages in bi-weekly payments. The pay periods shall be twenty-six (26) or twenty-seven (27) per year. Direct deposit of paychecks shall be required for all Employees.
- E.** Overtime - All Employees required to work beyond forty (40) hours per week shall be paid one and one-half (1 1/2) time for such overtime. The forty (40) hours shall be based upon a five (5) day normal work schedule. Transportation Employees who are required to work beyond eight (8) consecutive hours per day shall be paid one and one-half (1 1/2) time for such overtime. Any time facilities are used for non-school functions, for which the District charges a fee, and custodial services are required, an Employee must be assigned at one and one half times the regular rate of pay per hour worked School Affiliated Organizations in Groups I through III are not charged to use the District's facilities as articulated in School Board Policy and Regulation, therefore, to the extent custodial coverage is needed, overtime pay is not guaranteed for those organizations that fall under those particular categories.

Employees must work beyond forty (40) hours per week not including the use of personal illness and/or family illness, in order to be paid for overtime work. Overtime designated by the District as Emergency Overtime as outlined in Section F Section 2 shall not be subject to personal and/or family illness days and shall be paid at the overtime rate.

No Employee shall work overtime except upon specific request made by said Employee's immediate supervisor.

**F. Overtime Assignment**

**1. Planned Overtime**

Planned overtime shall be offered to Employees within each of the four groups of classifications indicated below, on a rotating seniority basis. The most senior Employee shall be offered the first planned overtime assignment. If he/she rejects the assignment, the next most senior Employee shall be offered the assignment and so on down the seniority list until the least senior Employee has been offered an assignment at which time the assignment shall be offered to the most senior Employee again. The same process shall apply if the most senior Employee accepts the first planned overtime assignment. This process shall continue beginning where it left off on the seniority list for each subsequent planned overtime assignment.

Should no Employee accept the planned overtime assignment, the Employer shall assign the least senior Employee to perform the planned overtime assignment, - unless that Employee is scheduled to work when the planned overtime assignment is available. The next time no Employee would accept a planned overtime assignment, the Employer shall assign the next least senior Employee to perform, the planned overtime assignment and so on up the seniority list until the most senior Employee has been assigned at which time the next assignment shall be assigned to the least senior Employee again.

The assignment of overtime as contemplated in this Section (Article VII, F.1.) shall be made with a new seniority list beginning July 1 of each year.

The four groups of classifications are: Maintenance Department, Transportation Department, Custodian Department High School and Custodian Department Campus. All bus trips after 4:30 p.m., Monday through Friday and on Saturday, Sunday and holidays, shall be offered to Employees in the Transportation Department on a rotating seniority basis.

**2. Emergency Overtime**

Emergency overtime shall be considered overtime work that occurs as a result of an emergency situation. Emergency shall be extraordinary events as defined by the Administration. Such events as snow removal would not be considered an emergency. The District may offer emergency overtime to any Employee it deems qualified to perform the work expeditiously or it may offer it on a rotating seniority basis as indicated above.

## **ARTICLE VIII - MEMBERSHIP DUES DEDUCTIONS & MAINTENANCE OF MEMBERSHIP**

- A.** The Employer agrees to deduct dues from the salaries of Members of the local Association as said Members shall, in writing, authorize the Employer to deduct and transmit the monies by check monthly to the Association.

Installments - Deductions referred to in paragraph A above will be made in consecutive installments, the first of which shall be designated by the Association.

- B.** All Employees who are members of the Association on the effective date of this Agreement or who thereafter during its term become Members of the Association, shall maintain their membership in the Association for the term of the Agreement, provided, however, that any such Employee may resign from membership in the Association during a period of fifteen (15) calendar days prior to the expiration of this Agreement by providing a certified letter to the President of the Association and the Employer informing them of such resignation.

The Association agrees to indemnify and hold the Employer harmless from any and all claims, suits, or other forms of liability arising out of the terms of this provision.

## **ARTICLE IX - VACANCIES**

- A.** All vacancies shall be posted for seven (7) calendar days, and Employees shall have an opportunity to apply for said vacancies. All applicants shall be notified of the successful candidate within fourteen (14) calendar days of the administrative decision. Seniority will be considered along with other qualifications and needs of the District in filling the position. Internal movement will be done at one meeting. The Association President shall be provided with a copy of the posting no later than the same time that it is posted.
- B.** In the event that short-term (1 to 5 working days), or long-term vacancies (6 to 90 working days), or that duties arise which are of a temporary nature, the Employer shall have the right to hire substitutes to perform the required duties without posting.
- C.** In the event of any vacancy greater than four (4) hours, an Employee substituting in a higher job classification shall be given that pay schedule for the term of that vacancy.

## **ARTICLE X - WORKING CONDITIONS**

- A.** The Employer shall provide closet space (locker) for each full-time Employee to store coats, overshoes, and personal articles.
- B.** Employees shall not be required to work under unsafe or hazardous conditions, or to perform tasks which are unhealthy or unsafe. Employees who commit unsafe or hazardous acts are subject to disciplinary action. No reprisal of any kind shall be taken by the employer or by any members of the Administration against any Employee who brings an unsafe condition to the attention of the employer.

Current job descriptions attached are for information purposes only and not part of the employment Agreement.

**C. Dress Code.**

1. Dress Code for Support Personnel shall be defined as follows:
  - a. Dress will consist of a clean colored shirt (no Sleeveless shirts) with no holes or stains and no printing on it unless it is a District Logo.
  - b. Pants are to be clean work pants (jeans are acceptable) with no holes or stains and worn around the waist.
  - c. Coats are to be clean and presentable.
  - d. Solid color or District Logo sweatshirts may be worn,
  - e. Shorts are acceptable in warm months and must be clean with no holes or stains. Shorts must have a 9” inseam or greater. No sweat-pant material or sport shorts are allowed during the regular school year. Such attire is permissible during the summer months when school is not in session
  - f. Shoes must be a full shoe at all times. No sandals, crock like shoes, or flip flops are acceptable. Employees are permitted to wear safety crocs, however the District reserves its management right to direct an employee to change footwear 1 at the discretion of the District, the footwear could be dangerous to wear.
  - g. No hats are to be worn inside the buildings.
  - h. ID’s must be worn at all times.
2. The District shall provide 6 pairs of pants and 6 long sleeve shirts to the two mechanics.

**ARTICLE XI - MISCELLANEOUS PROVISIONS**

- A.** If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B.** Any individual contract between the Employer and an individual Employee heretofore or hereafter executed shall be null and void.
- C.** The District retains the right to utilize outside contractors on a temporary basis at its discretion to perform any work within the District, provided only that the performance of such work shall not cause the loss of regular work hours for any current Employee.

In the event the District determines it will contract out on a permanent basis any portion of its current operations which would result in layoff of Employees, the District agrees to first bargain with the Association concerning the impact of such layoffs on Employees. Any “portion of its current operations” shall mean work performed by a Unit or position within the Unit.

- D. Temporary Employee — The District may retain temporary Employees to perform work as needed. If the need warrants the use of temporary Employees the Employee retained will not replace a Bargaining Unit position.

#### **ARTICLE XII - PERSONAL FREEDOM**

- A. The personal life of an Employee is not an appropriate concern or attention of the Employer unless such personal activity is detrimental to the District.
- B. Employees shall be entitled to full rights of citizenship and no religious or political activities of any Employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such Employee, providing said activities do not violate any local, state, or federal law.

#### **ARTICLE XIII - PAYROLL DEDUCTIONS**

- A. The Employer agrees to make payroll deductions to administration approved repositories. No deductions shall be made for less than five (\$5) dollars per pay. (Reference: Non Grievable Memorandum of Understanding #3)

#### **ARTICLE XIV - NO STRIKE - NO LOCKOUT**

- A. During the term of this Agreement, the Association and its Members will not cause, sanction, or take part in any strike, as amended by Act 88 of 1992, walkout, picket, work slowdown whether of primary or secondary nature, and any other interference with the operation and conduct of the Employer’s business. The Employer shall have the right to discharge any Employees who participate in such actions. The Employer agrees that there shall be no lockouts during the term of this Agreement.

#### **ARTICLE XV - COPIES OF AGREEMENT**

- A. Copies of this Agreement shall be reproduced at the expense of the District after Agreement with the Association with the format within thirty (30) calendar days after the Agreement is signed. Copies of the Agreement shall be presented to Employees now employed, or considered for employment by the Employer.

#### **ARTICLE XVI - CHILD BEARING/CHILD REARING LEAVE POLICY**

- A. The Employer and the Association agree to comply with all relevant current statutes with respect to pregnant employees.

**B.** The Employer and the Association agree to comply with all relevant current statutes with respect to child bearing/child rearing leaves of absence.

**IN WITNESS WHEREOF**, the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested to by its secretary and its corporate seal to be placed thereon, all on the day and year first above written.

**SAUCON VALLEY EDUCATION SUPPORT  
PROFESSIONALS ASSOCIATION ESP/PSEA/NEA  
(Association)**

BY: \_\_\_\_\_  
President

BY: \_\_\_\_\_  
Secretary

**BOARD OF SCHOOL DIRECTORS OF THE  
SAUCON VALLEY SCHOOL DISTRICT  
(Board)**

BY: \_\_\_\_\_  
President

ATTEST:

BY: \_\_\_\_\_  
Secretary

**SUPPORT PROFESSIONALS**

**PART I - COMPENSATION PER HOUR**

Effective July 1, 2022, wages shall be adjusted by 2.5% for the 2022-23 school year. Retroactive increases shall only be applicable to those employees still employed with the District at the time of execution of this contract.

Effective July 1, 2023, wages shall be adjusted 2.0% for the 2023-24 school year;

Effective July 1, 2024, wages shall be adjusted by 2.0% for the 2024-25 school year;

Effective July 1, 2025, wages shall be adjusted by 2.0% for the 2025-26 school year;

Effective July 1, 2026, wages shall be adjusted by 2.0% for the 2026-27 school year.

PROFESSIONALS	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
MAINTENANCE	\$31.80	\$32.43	\$33.08	\$33.74	\$34.42
CUSTODIAL	\$28.15	\$28.71	\$29.28	\$29.87	\$30.47
TRANSPORTATION EMPLOYEES	\$27.70	\$28.25	\$28.81	\$29.39	\$29.98
MECHANIC I	\$31.80	\$32.43	\$33.08	\$33.74	\$34.42
MECHANIC II	\$32.12	\$32.77	\$33.42	\$34.09	\$34.77
UTILITY DRIVER	\$22.27	\$22.72	\$23.17	\$23.64	\$24.11

In all of the above categories of employment, middle shift (start after 2:00 p.m.) and night shift (start after 10:00 p.m.) shall receive an additional fifty-five cents (\$0.55) for each hour worked. In addition, the Head Custodian in each building shall receive an additional eighty-five cents (\$0.85) per hour. The District shall select a substitute Head Custodian at their discretion for leaves of five (5) days or more. The selected employee shall receive the additional eighty-five cents (\$0.85) per hour for Head Custodians while substituting.

A probationary Employee shall receive 85% of the wage rate of the classification in which they were hired.

A new Employee shall receive 90% of the wage rate of the classification in which they were hired after the 450th hour for Drivers; 720th hour for All Others from the day of employment.

A new Employee shall receive 100% of the wage rate of the classification in which they were hired after the 885th hour for Drivers; 1,960th hour for all others from the day of employment.

The minimum work year for a full-time bus driver shall be 180 days unless the Department of Education issues a directive for less student days due to emergencies, weather events, etc. The bus driver meeting shall be held on a day prior to the start of the student day.

**NOTE:**

$$885 = (184 \text{ STUDENT DAYS}) \text{ minus } (5 \text{ SICK DAYS}) + (2 \text{ PERSONAL DAYS}) \quad *$$
$$1,960 = (2,080 \text{ HOURS}) \quad \text{minus } (12 \text{ SICK DAYS}) + (3 \text{ PERSONAL DAYS}) \quad **$$

\* Five (5) Hours Per Day      \*\* Eight (8) Hours Per Day

An Employee who maintains a Commercial Drivers License (CDL) will receive a stipend as outlined below so long as the employee with the CDL works 150 days in a given school year:

- Effective July 1, 2023 for the 2023-2024 school year - \$100
- Effective July 1, 2024 for the 2024-2025 school year - \$200
- Effective July 1, 2025 for the 2025-2026 school year - \$300
- Effective July 1, 2026 for the 2026-2027 school year - \$400

**PART II - FRINGE BENEFITS**

**A. FRINGE BENEFITS**

1. **Full-time Employees:** The fringe benefits hereinafter set forth shall apply only to Full-time Employees, and shall continue as hereinafter set forth for the entire term of this Agreement subject to the Spousal Coordination of Benefits Provision below, except that the Employer shall provide the same or equivalent Health Care, Dental Care, Vision Care and Prescription Drug Benefits as provided in the teacher’s contract.
2. **Full-time Transportation Employees:** Modified fringe benefits are hereinafter set forth that shall apply only to Full-time Transportation Employees - List 2. The Employer shall provide for the Employee only, Health Care, Dental Care, Vision Care and Prescription Drug Benefits as provided in the teacher’s contract. No benefits shall be provided to dependents or spouses.
3. **Utility Driver Position:** The following modified fringe benefits shall apply to the Utility Driver Position. The Employer shall provide for the Employee only, Health Care, Dental Care, Vision Care and Prescription Drug Benefits as provided in the teacher’s contract. This position shall be eligible for Long-term Disability Coverage, Life Insurance Coverage equivalent to a Full-time Transportation employee level, and leave benefits equivalent to a Full-time employee level. No benefits shall be provided to dependents or spouses.

**B. INSURANCE CARRIER**

Pursuant to Part II, employer shall provide the same insurance benefit plan options as provided in the teacher’s contract.

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 “\_\_” to this Agreement shall be made available with employees contributing the following percentage to the total cost of the annual premium.

- 2022-2023 - 10%
- 2023-2024 – 10%
- 2024-2025 – 10.5%
- 2025-2026 – 11%
- 2026-2027 – 11.5%

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

- 2022-2023 - 3%
- 2023-2024 – 3%
- 2024-2025 – 3.5%
- 2025-2026 – 4%
- 2026-2027 – 5%

For 12 month employees, the monthly premium share shall begin on July 1 of each year of the contract. For 10 month employees, the monthly premium share shall begin on September 1 of each year. 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.

The Association agrees to implement carrier mandated benefit and policy changes that apply to all of a carrier’s clients.

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

### **Prescription Drug Plan**

The District shall purchase and provide for each Employee and their family (included 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 2019-2020 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 “\_\_”.

### **Spousal Coordination of Benefits**

Effective for all bargaining unit members spousal healthcare coverage – which includes healthcare, prescription drug, vision and dental benefits- will only be extended to such employees eligible for family coverage, 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.

In the event the spouse experiences a change in status and coverage due to employment changes, he/she shall be permitted to re-enroll after providing proof of the status change. Similarly, to the extent a spouse becomes employed and his/her place of employment offers healthcare, the employee must immediately notify the District so as to discontinue spousal coverage on the District’s healthcare plan.

### **Cost Containment Provisions**

The following provisions have been agreed to for the purpose of assisting the District in containing the cost of providing healthcare 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, including the dental plan and the vision 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.

### **Affordable Care Act**

Both parties acknowledge the Affordable Care Act (“ACA”) may mandate healthcare for employees who work in excess of thirty (30) hours per week as defined by the Act. In the event this provision becomes a mandate during the term of this agreement, the following shall guide the implementation of this provision of the law:

1. **Full-time Transportation Drivers and the Utility Driver Position who currently buy single coverage** - In the event these employees qualify under ACA at some point in the future, that would require extension of coverage to their dependents, said drivers shall be offered the plan offering of the District. The cost of dependent coverage shall be the total responsibility of the employee. The employee under this scenario would continue to pay his/her flat dollar amount of premium share toward the single coverage. Under no circumstances shall the District be required to provide spousal coverage.
2. **Part-time Transportation Drivers** — In the event these employees qualify under ACA at some point in the future, the District shall offer to these employees the plan for single and dependent coverage. The total cost of the healthcare benefits shall be the responsibility of the employee. The employer shall not contribute any money to the plans. Under no circumstances shall the District be required to provide spousal coverage.

### **C. INSURANCE**

1. **Work Injury.** If an Employee is off work due to injury on the job, medical insurance premiums will be paid by the District for a period of one (1) year from the date the Employee went out on such injury. Employee shall be required to pay their share of the insurance premiums during this time. During this period, an Employee does not earn vacation, sick leave, personal days or holidays with pay. Medical insurance is identified as Blue Cross/Blue Shield (or its equivalent), Major Medical, and Prescription Drug Plans and Vision.

With reference to this fringe benefit, Transportation Employees shall be included in the definition of Employee.

An Employee off work due to an injury on the job collecting Workers Compensation is entitled to Sick Pay not to exceed one third (1/3) sick day per paid Workers’ Compensation Day.

2. **Income Protection.** The Saucon Valley School District shall provide for each full-time Employee an integrated income protection plan. This benefit shall provide for

an income of sixty-six and two-thirds percent (66-2/3%) of the then current monthly income of said Employee (up to a maximum of sixty-six and two-thirds percent (66-2/3%) of the then current. Mechanic II rate per month), and for health care benefits (as defined elsewhere in this Agreement), each for a period of one year in the instance of a disabling illness or for a period of four years in the instance of a work related accidental disabling injury beginning at the end of the 30th day after said illness/accident 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. The benefit shall begin after 30 consecutive days or exhaustion of sick days, whichever is later.

3. To the extent employees are eligible for coverage under Paragraph 1 and 2 above, the District’s obligation to extend healthcare coverage shall never exceed five years. Thus, any duplication of benefits above shall run concurrently and shall not be stacked.
4. **Life Insurance.** The. Saucon Valley School District shall provide a group life insurance policy in the following amounts payable to the beneficiary named by the insured in the event of the insured’s ‘death during the term of this Agreement.

Year	Full-time Employees	Full-time Transportation Employees	Part-time Transportation Employees
2022-2023 through 2026-2027	\$50,000	\$40,000	\$25,000

**D. RETIREMENT BENEFIT**

1. The Saucon Valley School District shall pay to those full-time Employees and Full-time Transportation (List 2) Employees retiring, who have been employed in the District at least ten (10) years, a sum of money equal to the number of unused sick days times \$50.
2. Death in service. The estate of any full-time Employee and Full-time Transportation (List 2) Employees of the Saucon Valley School District who dies in service shall be paid an amount equivalent to the number of days sick leave accumulated times \$50.
3. For a retiring full-time Employee who has worked a minimum of 25 years of full time service for the District at retirement time, the Employer will pay for individual medical insurance for the Employee only, 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. 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 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. In addition, eligible Employees shall be obligated to pay a co-payment of \$70 per month. This payment shall be to the Business Office on or before the 10th 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. If an Employee is not eligible for this benefit, he/she may purchase the individual medical coverage only if he/she is eligible for full retirement without penalty (superannuation).

Retirees shall receive the same plan as active Employees.

**E. PERSONAL ILLNESS — FAMILY ILLNESS**

1. Full-time Employees are eligible for twelve (12) days per year, cumulative and usable during any year are available for illness or accident (except in other remunerative work).
2. Full-time Transportation Employees (List 2) are eligible for eight (8) days per year cumulative and usable during any year are available for illness or accident (except in other remunerative work).
3. A physician's certificate may be required and part days absence are chargeable.
4. The same provisions as above are available for documented illness in the immediate family and are charged to sick leave.
5. No more than twelve (12) days each school year are available for illness in the immediate family and are charged to sick leave.

**F. 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.

#### **G. PERSONAL DAY**

1. Full-time Employees shall be entitled to three (3) personal days per year without loss of pay.
2. Full-time Transportation Employees (List 2) are entitled to two (2) personal days per year without loss of pay.
3. One personal day may be taken, with permission from the supervisor on the day prior to or subsequent to a holiday or vacation period.
4. Written request must be made to the Employee's immediate supervisor at least three (3) calendar days prior to such "personal day" except in case of an emergency. The Employee shall inform the supervisor regarding the reason for the emergency as soon as possible of his/her absence and the reason for such absence. The immediate supervisor will grant the "personal day" requested by said Employee except where the granting of such request will have a disruptive effect on the education program and/or health, safety, or welfare of the students and staff for that day.
5. At the end of the school year, all unused personal days shall accumulate as sick leave.

#### **H. LEAVE FOR GOOD REASON**

Other leaves of absence without pay or fringe benefits may be granted by the Superintendent. In each instance the Employee shall request said leave, in writing, to the Supervisor of Campus Operations who shall refer said request to the Superintendent of Schools. The Superintendent's decision in granting or refusing such leave shall be final and binding on the parties. It is understood by the parties that, if such leave is granted by the Superintendent, seniority will not be affected and it is further agreed that denial of leave by the said Superintendent shall not constitute a grievance under this Agreement.

**I. 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 ten (10) days of sick leave either concurrently with the 12 weeks of guaranteed leave time within each year provided by the FMLA or at any other time during the year. FMLA leave must be used concurrently with all leaves after the optional use of the ten (10) 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. The District shall employ a rolling year methodology.

**J. VACATIONS**

Vacations for full-time Employees shall be as follows:

- a. Ten (10) working days after the first continuous full year of employment
- b. Fifteen (15) working days after seven (7) full consecutive years of employment.
- c. After ten (10) full consecutive years of employment, one (1) additional working day for every additional full year, but not to exceed a total of five (5) additional days.
- d. After twenty (20) full consecutive years of employment, one (1) additional working day for every two (2) additional years will be accrued, not to exceed a total of five (5) additional days, for a maximum vacation accrual of twenty-five (25) days after thirty (30) years of employment.

Each Employee's entitlement to such vacation shall be computed as of the 30th day of June for each year. Each Employee shall take such vacation in multiples of no less than five (5) days each. However, where such scheduling is feasible and the Supervisor of Campus Operations of the School District determines that it will not interfere with the orderly operation and maintenance of the School District he/she shall be allowed up to ten (10) of the vacation days to be taken in multiples of less than five (5) vacation days.

The said vacations, to the extent feasible, shall be scheduled during the then current Contract year and completed prior to June 30 thereof. Each year vacations will not be scheduled the last week of school, which includes graduation day and the week prior to the start of the school year. No more than twenty five percent (25%) of custodial department Employees, or forty percent (40%) of maintenance department Employees, or fifty percent (50%) of List 1 — Mechanics may schedule vacation simultaneously within said department without prior approval by the Supervisor of Campus Operations.

**K. PAID HOLIDAYS**

- 1. All Full-time Employees, except Full-time Transportation Employees — List 2, shall be entitled to eleven (11) paid holidays, as follows:

- a. New Year's Day
  - b. President's Day
  - c. Good Friday
  - d. Memorial Day
  - e. Independence Day
  - f. Labor Day
  - g. Thanksgiving Day
  - h. Day After Thanksgiving
  - i. Day Before Christmas
  - j. Christmas Day
  - k. Day Before New Year's Day
2. All Full-time Transportation Employees — List 2 shall be entitled to five (5) paid holidays as follows:
- a. Labor Day
  - b. Thanksgiving Day
  - c. Christmas Day
  - d. Good Friday
  - e. Memorial Day
3. All Part-Time Transportation Employees – List 3 shall be entitled to three (3) paid holidays as follows:
- a. Labor Day
  - b. Christmas Day
  - c. Memorial Day
4. It is understood and agreed by and between the parties, however, that if any of such holidays shall occur when school is in session, the Employee shall work on that holiday but shall be given an additional day off, such day to be determined by mutual Agreement with the Employee's immediate Supervisor.

5. The Employee must work the day before and the day after a holiday in order to receive holiday pay, unless a doctor's excuse is presented on the day the Employee returns to work or the Employee was on scheduled vacation.
6. Full-Time Employees will be paid for their regular work days between Christmas Day and New Year's Day (December 26 through December 30<sup>th</sup>). Employees may be required to work if the District is open on those dates as determined by the Administration or unforeseen events necessitate employees to work on those dates. In the event the District were to open at the discretion of the Administration or unforeseen events require employees to work on the days in question, employees would be compensated at regular rates for the work provided and the administration would designate a mutually agreed upon alternative date(s) within the District calendar for the employee to utilize the holiday date(s).

### **PART III - MISCELLANEOUS**

If a full-time Employee is directed by the School District to substitute for another full-time Employee, the Employer shall provide a minimum of eight (8) hours off between scheduled shifts; otherwise, said substitute full-time Employee shall receive one and one-half time (1 1/2) the regular rate for the time worked prior to the expiration of said eight (8) hours off between shifts, then he/she shall not be entitled to the time and one-half time (1 1/2) for such hours' work. If, however, a full-time Employee voluntarily works without a minimum of eight (8) hours between scheduled shifts, then the Employee shall not be entitled to the time and one-half for such hours worked. It is recognized by the Employer that the Employee will be directed to report to work without a minimum of eight (8) hours in exceptional situations that occur due to Employee absence because of sickness, emergency, or bereavement.

1. **Call-In.** Any full-time Employee called to work after their regular scheduled work shift shall be paid a minimum of two (2) hours for all hours worked at one and one-half time (1-1/2) the regular rate. "Called to Work" shall mean the calling back to work of the Employee after that Employee has left their regular place of employment for the purpose of returning home.
2. **Reporting Pay.** A minimum of four (4) hours work is required for four (4) hours pay at straight time pay shall be given to all full-time Employees reporting to work unless such Employee has been previously notified not to report for work. Drivers reporting to work, unless such Employee has been previously notified not to report to work, shall receive one (1) hour pay at straight time rate.
3. Reporting pay shall not apply to Employees who are called in solely for the purpose of "building checking" of the various buildings in which case such Employees shall receive one and one half time (1 1/2) their regular wage rate based on the following
  - a. One and one-half (1-1/2) hour for checking the Senior High School.
  - b. Two and one-half (2-1/2) hours for checking the Elementary/Middle School Campus Area

4. All fees related to the retention of the CDL shall be reimbursed to Employees in the Transportation Department, as long as the Employee has worked a minimum of 860 hours in each of the prior four consecutive school years.

The past practice of permitting reimbursement for the CDL license even if the Employee has not worked the necessary hours will cease.

## **GRIEVANCE PROCEDURE**

### **PART I - 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 an Employee(s) or the Association 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 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.

### **PART II - Definitions**

- A. Administration: the immediate Supervisor, the Superintendent of Schools and the Superintendent's assistants, and the Board of Education.
- B. Calendar Day: a day of 24 hours within the fiscal year
- C. Employee: all Members of the Bargaining Unit as certified by the PLRB.
- D. Grievance: a complaint by an Employee or a group of Employees or the Association, that there has been a violation of the provisions of the current Agreement.
- E. Group Grievance: a complaint brought by the Association on behalf of more than one Employee who alleges that there has been a violation of the provisions of the current Agreement.

### **PART III - General Principles**

- A. An Employee may seek the assistance of a representative of the Association in the presentation and/or appeal of any grievance.
- B. Failure of the Administration at any step to communicate its 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. 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.

## **PART IV - Procedure**

### **Step I - Appeal to the Immediate Supervisor and the Supervisor of Campus Operations**

The grievance must be filed by the grievant or the Association in writing on a form to be provided by the Administration within fifteen (15) scheduled work days of the alleged violation of the Agreement. A meeting must be held between the parties within five (5) scheduled work 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 five (5) scheduled work days after receipt of grievance. The appeal to Step II of the procedure must be made within five (5) scheduled work days of the receipt of the decision by the grievant and the Association from Step I.

### **Step II - Superintendent of Schools**

The grievance must be appealed in writing to Step II on the form provided by the Administration within five (5) scheduled work days after receipt of the decision from Step I. A meeting must be held between the parties within five (5) scheduled work 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 five (5) scheduled work days of the receipt of the grievance. The appeal to Step III must be made by the grievant or the Association within five (5) scheduled work days of its receipt by the grievant and the Association from Step II.

### **Step III - The Board of School Directors**

The grievance must be appealed in writing, on the form provided by the Administration, with the Board of School Directors within five (5) scheduled work days of receipt of same from Step II.

The Board of School Directors 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 grievant and the Association with ten (10) scheduled work days of its decision.

#### **Step IV - Arbitration**

If the action in 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 fifteen (15) scheduled work days of the receipt of the Board's decision in Step III of the grievance procedure.

#### **NON-GRIEVABLE MEMORANDUM OF UNDERSTANDING - #1**

This is a non-grievable "Memorandum of Understanding" concerning pro-ration of personal illness-family illness, personal days, and vacation days for newly hired members of the Saucon Valley ESP/PSEA/NEA.

The pro-ration factor shall be the fraction of calendar days remaining in the contract year divided by the total calendar days in the contract year of hire.

Personal Illness-Family Illness: the pro-ration factor times the contractual personal illness-family illness eligibility (Part II, Fringe Benefits, Section E) shall be the eligible days to the nearest half day for the current contract year.

Personal Day: the pro-ration factor times the contractual personal day entitlement (Part II, Fringe Benefits, Section G) shall be the eligible days to the nearest half day for the current contract year.

Vacation: the pro-ration factor times the contractual vacation days (Part II, Fringe Benefits, Section J, Paragraph 2) shall be the eligible vacation days to the nearest half day to be utilized on or after the completion of a continuous year of service.

**APPENDIX A**  
**Memorandum of Agreement — Complaint Procedure**

It is hereby agreed by and between the BOARD OF SCHOOL DIRECTORS OF THE SAUCON VALLEY SCHOOL DISTRICT (hereinafter referred to as the “Board”) and the SAUCON VALLEY EDUCATION SUPPORT PROFESSIONALS, PSEA/NEA (hereinafter referred to as the “Association”) to the following:

The Saucon Valley School District has adopted the complaint procedure indicated below.

Purpose; The purpose of this procedure is to discuss, voice, explain any differences that should arise between the administration and the Employee in a prompt efficient manner so that the issue may be addressed or that there may be resolution to the concern. Any item that is thought to be in need of discussion should be, placed in writing to clarify the issue, time frame of the concern, and the persons involved.

Procedure:

1. Try to address the concern at the lowest possible level of either Employee to Employee or Employee to your immediate supervisor.
  - a. Custodial Employee: Head Custodian, Supervisor, Business Manager, Superintendent, School Board.
  - b. Maintenance/Building and Grounds/Transportation: Employee, Supervisor, Business Manager, Superintendent, School Board.
  - c. Secretaries/Clerks: Employee, Building Administrator, Assistant Superintendent, Superintendent, School Board.
  - d. Cafeteria: Employee, head cook at building level, K-12 coordinator, Business Manager, Superintendent, School Board.

Document all meetings and attempts to resolve the issue during each step that you take in the process. This documentation will assist the next person reviewing the concern so that they may follow what attempts were made to address the issue and who has been involved so far and why it had not been resolved at that level.

2. A meeting should be held at the first level within 10 days of the infraction or concern.
3. Moving to the next step in the chain of command should happen in a timely manner so that the issue can be addressed. No more than 10 days should pass between each level.
4. An individual Employee or a group may address an issue.
5. If the Employee or the group has a concern with their immediate supervisor then they should address their concern with the next up on the chain of command.

6. Issues will be discussed and when resolution is met the decision and the conversation will be documented in writing and all members in attendance will receive a copy of the outcome of the meeting.

7. Resolution does not mean that the issue is settled in favor of any one person over the other but is defined as:

- the concern was voiced and listened to,
- presented to the appropriate persons,
- all parties are aware of the issue,
- adjustments, Changes, management parameters reviewed, and discussions occur
- item is clarified
- answer is provided and documented.

8. A person or persons may return with the same issue if it reoccurs or with other issues as they arise.

9. Employees shall receive a written reply from the School Board within ten (10) days after the Employees' presentation at the final level.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For the Saucon Valley School District

For the Saucon Valley Education Support  
Professionals, PSEA/NEA

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

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

# MEMORANDUM OF UNDERSTANDING - WORKERS' COMPENSATION PHYSICIANS LIST

## NOTICE TO EMPLOYEES

Remember – It is Important To Tell Your Employer About Your Injury

Your employer has obtained Worker's Compensation Insurance Coverage through Liberty Mutual Insurance Company. In the event of a work-related injury, your reasonable, necessary and related medical and surgical expenses including medicine supplies, orthopedic appliances and prostheses including training in their use, will be paid. According to the Pennsylvania Worker's Compensation Act, if you suffer a work-related injury, you must treat with one of the following health care providers to insure payment of your medical expenses.

### MEDICAL PROVIDERS

CHS Professional Practice PC  
Family Practice  
2775 Schoenersville Road  
Bethlehem, PA 18017  
610-861-8080  
Approximate distance 6.7 MI

Keystone Surgical Associates  
Surgery; General  
826 Delaware Ave.  
Bethlehem, PA 18015  
610-776-5025  
Approximate Distance 4.2 MI

Lehigh Valley Center for Sight  
Ophthalmology  
1204 Delaware Ave  
Bethlehem, PA 18015  
610-865-5321  
Approximate Distance 4.2 MI

Allentown Chiropractic Center PC  
Physical Therapy  
1850 E. Emmaus Ave.  
Allentown, PA 18103  
610-791-1020  
Approximate Distance 4.7 MI

Gaskill, Megan M., MD  
Family Practice  
1401 Fairmont St  
Whitehall, PA 18052  
610-432-4122  
Approximate Distance 9.2 MI

St. Lukes Neuro Surgical Associates  
Surgery; Neurosurgery  
701 Ostrum St., Ste 302  
Bethlehem, PA 18015  
484-526-6000  
Approximate Distance 4.3 MI

St. Lukes Neurological Associates  
Neurology  
826 Delaware Ave.  
Bethlehem, PA 18015  
610-882-0284  
Approximate Distance 4.2 MI

Ortho Assoc of Greater LV dba Aquatic  
& Physical Therapy Center  
Physical Therapy  
3735 Easton Nazareth Highway  
Suite 101  
Easton, PA 18045  
610-252-2700  
Approximate Distance 8.6 MI

Good Shepherd Rehab Hospital  
Physical Therapy  
850 S. 5<sup>th</sup> St  
Allentown, PA 18103  
610-776-3278  
Approximate Distance 7.3 MI

Augello Chiropractic  
Chiropractic  
1578 Easton Ave  
Bethlehem, PA 18017  
610-866-4440  
Approximate Distance 4.8 MI

VSAS Orthopedics  
Orthopedics  
1250 S Cedar Crest Blvd  
Allentown, PA 8103  
610-435-1003

### HOSPITALS

Lehigh Valley Hospital – Muhlenberg  
Hospital: General Acute Care  
2545 Schoenersville Road  
Bethlehem, PA 18017  
484-884-5051  
Approximate Distance 6.6 MI

You must treat with one of the above listed health care providers for ninety (90) days from the date of your first visit.

- If, following this ninety (90) day period, you require additional medical care; you may treat with the health care provider of your choice. However, you must advise your employer of this change within five (5) days of your first visit. All health care providers must provide your employer with an initial medical report ten (10) days following your first visit and on a monthly basis so long as treatment continues.
- In the event emergency treatment is required, you may treat with the health care provider of your choice. However, subsequent treatment must be obtained from one of the employer's designated health care providers for the first ninety (90) days from the date of the first treatment by that designated provider.
- If one of the above listed health care providers refers you to another licensed health care provider, reasonable bills for these services will be paid.
- Should invasive surgery be prescribed by an employer-designated provider, the employee shall be permitted to obtain a second opinion from a provider of the employee's own choice, at the expense of the insurer, if the second opinion differs from the opinion of the employer-designated provider, the employee may choose which course of treatment to follow, provided the second opinion provides a specific and detailed course of treatment. However, if the employee chooses to follow the procedures recommended by the second opinion, such procedures shall be performed by one of the employer's designated providers for a period of ninety (90) days from the date of the visit to the provider of the employee's choice.

ALL INJURIES NO MATTER HOW MINOR SHOULD BE REPORTED IMMEDIATELY TO YOUR SUPERVISOR.

SAUCON VALLEY SCHOOL DISTRICT  
2097 POLK VALLEY ROAD  
HELLERTOWN, PA 18065

SAUCON VALLEY SCHOOL DISTRICT  
NORTHAMPTON COUNTY, PENNSYLVANIA

RESOLUTION OF THE BOARD OF SCHOOL DIRECTORS

A RESOLUTION providing property tax rebates for each calendar year to certain senior citizens, widows, widowers, and disabled persons with fixed and limited incomes; establishing uniform standards and qualifications for eligibility to receive a rebate; and providing penalties for fraudulent claims.

WHEREAS, the Board of School Directors of the Saucon Valley School District recognizes the severe economic plight of certain senior citizens, widows, widowers, and disabled persons with fixed and limited incomes who are faced with rising living costs and constantly increasing tax and inflation cost burdens which threaten their homesteads and self-sufficiency; and

WHEREAS, the Board of Directors considers, and has considered, it to be a matter of sound public policy to make special provisions for property tax rebates during the 2023-2024 year for the school taxes paid for the 2022-2023 school tax year to that class of senior citizens, widows, widowers, and disabled persons who are real property taxpayers and who are without adequate means of support to enable them to remain in peaceable possession of their homes and relieving their economic burden.

NOW, THEREFORE, the Board of School Directors of the Saucon Valley School District of Northampton County, Pennsylvania, hereby adopts the following Resolution, to be known as the "Senior Citizens Property Tax Rebate Resolution of 2023" to incorporate herein all subsequent amendments, and to conform to current Commonwealth legislation.

## Section 1 Definitions

The following words and phrases, when used in this Resolution shall have the meanings ascribed to them in this Section, except where the context clearly indicates or requires a different meaning.

1.1 "Income" means all income from whatever source derived, including but not limited to salaries, wages, bonuses, commissions, income from self-employment, alimony, support money, cash public assistance and relief, the gross amount of any pensions or annuities including fifty percent of Railroad Retirement benefits, fifty percent of all benefits received under the Federal Social Security Act (except Medicaid benefits), all benefits received under State Unemployment Insurance Laws and veterans' disability payments, all interest received from the Federal or any State government or any instrumentality or political subdivision thereof, realized capital gains, rentals, worker's compensation, and the gross amount of loss of time insurance benefits, life insurance benefits, and proceeds (except the first Five Thousand (\$5000.00) Dollars of the total of death benefit payments), and gifts of cash or property (other than transfers by gift between members of a household) in excess of a total value of Three Hundred (\$300.00) Dollars, "Income" shall not include surplus food or other relief of any kind supplied by a governmental agency, any property tax or rent rebate, any inflation dividend, the value of property received by inheritance or the amount of any damages received, whether by civil suit or settlement agreement, on account of personal injuries or sickness.

1.2 "Household income" for the calendar year means all income received by the claimant and all household members while residing in the homestead during the

calendar year during which real property taxes are levied or imposed by the Saucon Valley School District and for which calendar year a rebate is claimed.

1.3 “Homestead” means a dwelling and so much of the land surrounding it as is reasonably necessary for use of the dwelling as a home, owned and occupied by a claimant. A “homestead” shall also include premises occupied by reason or ownership in a cooperative housing corporation, mobile homes which are assessed as realty for local property tax purposes, and the land if owned by the claimant, upon which the mobile home is situated, and other similar living accommodations, as well as a part of a multi-dwelling or multi-purpose building and part of the land upon which it is built. It shall also include premises occupied by reason of the claimant’s ownership of a dwelling located on land owned by a nonprofit incorporated association, of which the claimant is a member if the claimant is required to pay a pro-rata share of the property taxes levied against the association’s land. It shall also include premises occupied by a claimant if he or she is required by law to pay a property tax by reason of his or her ownership in the dwelling, the land, or both. An owner includes a person in possession under a contract of sale, deed of trust, life estate, joint tenancy, or tenancy in common or by reason of descent and distribution.

1.4 “Real Property Taxes” means all taxes on a homestead (exclusive of municipal assessments, delinquent charges, and interest) levied or imposed by the Saucon Valley School District and due and payable during a calendar year.

1.5 “Claimant means a person who files a claim for a property tax rebate and (a) was sixty-five (65) years of age or over, or whose spouse (if a member of the household) was sixty-five (65) years of age or over, during a calendar year in which real property taxes were levied, due and payable: (b) was a widow or widower and was fifty

(50) years of age or over during a calendar year or part thereof in which real property taxes were levied, due and payable, or (c) was a permanently disabled person eighteen (18) years of age or over during a calendar year or part thereof in which real property taxes were levied, due and payable. For the purposes of this Resolution, the term “widow” or “widower” shall mean the surviving wife or surviving husband, as the case may be, of a deceased individual who has not remarried, and the term “permanently disabled person” shall mean a person who is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to continue indefinitely.

Section 2  
Property Tax Rebate

2.1 Any claim for a property tax rebate for real property taxes paid to the Saucon Valley School District shall for any calendar year be limited to the excess of real property taxes paid to the District over the real property tax rebate available by reason of the payment of such school taxes under the Senior Citizens Rebate and Assistance Act of the Commonwealth of Pennsylvania. Rent or inflation rebates shall not be considered by the District. The amount of such claim under this Resolution for the 2022 calendar year shall be determined in accordance with the following schedule unless otherwise adjusted by the Board of School Directors:

## TABLE A- OWNERS ONLY

<b>TOTAL INCOME</b> From <u>Line 12</u> of your claim form			Your maximum rebate is
0	to	\$8,000	\$650
\$8,001	to	\$15,000	\$500
\$15,001	to	\$18,000	\$300
\$18,001	to	\$35,000	\$250

2.2 The maximum amount of rebate payable to any claimant under this Resolution shall not exceed Six Hundred Fifty (\$650) Dollars per calendar year. The school district will not issue a rebate that when added to the State Rebate would exceed the total amount of the school district property tax paid.

2.3 Constant ownership must be for the full period of time covered by the tax for which the rebate is being sought.

### Section 3

#### Filing of Claim

3.1 A claim for property tax rebate shall be filed with the Business Administrator of the Saucon Valley School District between July 1, 2023 and April 30, 2024 for the 2022-2023 school district property taxes levied. Only one (1) claimant from a homestead each year shall be entitled to a property tax rebate. If two (2) or more persons are able to meet the qualifications for a claimant, they may determine who the claimant shall be. If they are unable to agree, each claimant shall receive one-half ( $\frac{1}{2}$ ) of the rebate.

### Section 4

#### Proof of Claim

4.1 Each claim shall include the District's completed rebate Form TRCF-1000, a signed copy of the PA-1000 for 2022, a copy of the PA rebate check received or a copy of the bank statement showing a direct deposit, and a copy of the receipted school tax bill for 2022-2023. It shall not be necessary that such taxes were paid by the claimant himself/herself; provided that the taxes must have been paid no later than the date of filing the claim for rebate.

### Section 5

#### Incorrect Claim

5.1 Whenever the Business Administrator of the Saucon Valley School District finds the claim to have been incorrectly determined, he/she shall re-determine the correct amount of the claim and notify the claimant of the reason for the redetermination and the amount of the corrected claim.

## Section 6

### Claim Forms

6.1 Claims shall be filed only on forms prepared and provided by the Saucon Valley School District.

## Section 7

### Fraudulent Claim: Conveyance to Obtain Benefits

7.1 In any case in which a claim is excessive and was filed with fraudulent intent, the claim shall be disallowed in full and a penalty of twenty-five (25%) percent of the amount claimed shall be imposed. The penalty and the amount of the disallowed claim, if the claim had been paid, shall bear interest at the rate of one-half (1/2) of one (1%) percent per month from the date of the claim until repaid. The claimant and any person who assisted in the preparation or filing of a fraudulent claim shall be guilty of a misdemeanor, and, upon conviction thereof, shall be sentenced to pay a fine not exceeding One Thousand (\$1,000.00) Dollars, or undergo imprisonment not exceeding one (1) year, or both.

7.2 A claim shall be disallowed if the claimant received title to the homestead primarily for the purpose of receiving a property tax rebate.

Section 8  
Petition for Redetermination

8.1 Any claimant whose claim for a property tax rebate is denied, corrected, or otherwise adversely affected by the Business Administrator of the Saucon Valley School District may file with the Board of School Directors a petition for redetermination within ninety (90) days after the date of mailing of written notice by the Business Administrator of such action. Such petition shall set forth the grounds upon which the claimant alleges that such action of the Business Administrator is erroneous or unlawful, in whole or in part, and shall be accompanied by an affidavit or affirmation that the facts contained therein are true and correct. The Board of School Directors, by designated committee, shall hold such hearings as may be necessary for the purpose of redetermination, and each claimant who has duly filed such petition for redetermination shall be notified by the Board of School Directors of the time when, and the place where, such hearing in his or her case will be held.

Section 9  
Severability

9.1 The provisions of this Resolution are severable; if any word, phrase, clause, sentence, section, or provision of this Resolution is for any reason held to be unconstitutional or illegal, or invalid, the decision of any Court shall not affect or impair any of the remaining provisions of this Resolution. It is hereby declared to be the intent of the Board of School Directors of the Saucon Valley School District that this Resolution would have been adopted had such unconstitutional or illegal or invalid word, phrase, clause, sentence, section, or provision thereof not been included herein.

**SAUCON VALLEY SCHOOL DISTRICT**  
**2023-2024 Homestead and Farmstead Exclusion Resolution**

**RESOLVED**, by the Board of School Directors of the Saucon Valley School District, that homestead and farmstead exclusion real estate tax assessment reductions are authorized for the school year beginning July 1, 2023, under the provisions of the Homestead Property Exclusion Program Act (part of Act 50 of 1998) and the Taxpayer Relief Act (Act 1 of 2006), as follows:

**1. Aggregate Amount Available for Homestead and Farmstead Real Estate Tax Reduction:**

The following amounts are available for homestead and farmstead real estate tax reduction for the school year beginning July 1, 2023:

- a. Gambling Tax Funds - The Pennsylvania Department of Education (PDE) has notified the School District that PDE will pay to the School District during the school year pursuant to Act 1, 53 P.S. § 6926.505(b), as a property tax reduction allocation funded by gambling tax funds, the amount of \$1,152,244.60.
- b. Philadelphia Tax Credit Reimbursement Funds - PDE has notified the School District that PDE will pay to the School District during the school year pursuant to Act 1, 53 P.S. § 6926.324(3), as reimbursement for Philadelphia tax credits claimed against the School District earned income tax by School District resident taxpayers, the amount of \$14,373.35.
- c. Gambling Tax Funds and Philadelphia Tax Credit Reimbursement Funds from 2022-2023 that weren't distributed and that are available for utilization \$18,324.90.
- d. Aggregate Amount Available - Adding these amounts, the aggregate amount available during the school year for real estate tax reduction is \$1,184,942.85.

**2. Homestead/Farmstead Numbers:**

Pursuant to Act 50, 54 Pa. C.S. § 8584(i), and Act 1, 53 P.S. § 6926.341 (g)(3), the County has provided the School District with a certified report listing approved homesteads and approved farmsteads as follows:

- a. Homestead Property Number - The number of approved homesteads within the School District is 4,619.
- b. Farmstead Property Number - The number of approved farmsteads within the School District is 22.
- c. Homestead/Farmstead Combined Number - Adding these numbers, the aggregate number of approved homesteads and approved farmsteads is 4,641.

**3. Real Estate Tax Reduction Calculation:**

The school board has decided that the homestead exclusion amount and the farmstead exclusion amount shall be equal. Dividing the paragraph 1(d) aggregate amount available during the school year for real estate tax reduction of \$1,184,942.85 by paragraph 2(c) aggregate number of approved homesteads and approved farmsteads of 4,641 the maximum real estate tax reduction amount applicable to each approved homestead and to each approved farmstead is \$255.48.

**4. Homestead Exclusion Calculation:**

Dividing the paragraph 3 maximum real estate tax reduction amount of \$255.48 by the School District real estate tax rate of 54.6589 mills (.0546589), the maximum real estate assessed value reduction to be reflected on tax notices as a homestead exclusion for each approved homestead is \$4,674.00, and the maximum real estate assessed value reduction to be reflected on tax notices as a farmstead exclusion for each approved farmstead is \$4,674.00.

**5. Homestead/Farmstead Exclusion Authorization – July 1 Tax Bills:**

The tax notice issued to the owner of each approved homestead within the School District shall reflect a homestead exclusion real estate assessed value reduction equal to the lesser of (a) the County-established assessed value of the homestead, or (b) paragraph 4 maximum real estate assessed value reduction of \$4,674.00. The tax notice issued to the owner of each approved farmstead within the School District shall reflect an additional farmstead exclusion real estate assessed value reduction equal to the lesser of (a) the County-established assessed value of the farmstead, or (b) paragraph 4 maximum real estate assessed value reduction of \$4,674.00. For purposes of this Resolution, “approved homestead” and “approved farmstead” shall mean homesteads and farmsteads listed in the report referred to in paragraph 2 above and received by the School District from the County Assessment Office on or before May 1 pursuant to Act 1, 53 P.S. § 6926.341(g)(3), based on homestead/farmstead applications filed with the County Assessment Office on or before March 1. This paragraph 5 will apply to tax notices issued based on the initial tax duplicate used in issuing initial real estate tax notices for the school year, which will be issued August 1, and will not apply to interim real estate tax bills.

Service Company	Contract/ Cost Received	22-23	23-24	\$ Increase/D ecrease	% Increase/ Decrease	Item	Budget Code	Budget Code Description
BJ Terroni	X	\$2,000.00	\$5,225.00	\$3,225.00	161.25%	HS Hot Water Boiler PM	2690-430	Repairs and Maintenance Services
Chrin Hauling	X	\$30,000.00	\$35,000.00	\$5,000.00	16.67%	Trash and Recycling	2690-411	Disposal Services
Burkholders HVAC	X	\$12,000.00	\$15,300.00	\$3,300.00	27.50%	HVAC Rooftop Condenser PM	2690-430	Repairs and Maintenance Services
Cintas	X	\$8,800.00	\$9,203.92	\$403.92	4.59%	Fire Alarm Inspections	2690-430	Repairs and Maintenance Services
Cintas	X	\$2,000.00	\$1,380.00	-\$620.00	-31.00%	DO Vault Fire Supression Inspections FM	2690-430	Repairs and Maintenance Services
Cintas	X	\$2,000.00	\$1,242.52	-\$757.48	-37.87%	Kitchen Hood Inspections	2690-430	Repairs and Maintenance Services
Cintas	X	\$7,000.00	\$4,627.08	-\$2,372.92	-33.90%	Fire Extinguisher, Hose Inspecitons,Sprinkler	2690-430	Repairs and Maintenance Services
Cintas		\$785.00	\$785.00	\$0.00	0.00%	Uniforms for 2 Mechanics	2790-415	Student Transportation - Laundry, Linen Services
Degler Whiting	X	\$5,000.00	\$3,798.00	-\$1,202.00	-24.04%	Bleacher PM	2690-430	Repairs and Maintenance Services
Dude Solutions	X cost	\$4,000.00	\$4,000.00	\$0.00	0.00%	Software for Workorders	2690-650	Supplies and Fees - Technology Services
Ehrlich		\$6,000.00	\$6,000.00	\$0.00	0.00%	Pest Management	2690-430	Repairs and Maintenance Services
Emergency Systems		\$1,800.00	\$1,800.00	\$0.00	0.00%	Emergency Generator PM	2690-430	Repairs and Maintenance Services
ET&T	X	\$5,800.00	\$6,481.17	\$681.17	11.74%	Software for New Phone System	2690-430	Repairs and Maintenance Services
Integritech	X	\$4,800.00	\$4,800.00	\$0.00	0.00%	Boiler Room Chemical Treatment	2690-430	Repairs and Maintenance Services
Johnson Control	X	\$49,500.00	\$51,805.00	\$2,305.00	4.66%	Johnson Control System PM	2690-430	Repairs and Maintenance Services
Kiriposki Inc	No contract	\$4,000.00	\$4,000.00	\$0.00	0.00%	Portable Toilets	2690-442	Repairs and Maintenance Services
Mountain Environmental	X	\$5,000.00	\$5,160.00	\$160.00	3.20%	Asbestos Inspections and SDS Organizing	2690-430	Repairs and Maintenance Services
Otis Elevator	X	\$9,500.00	\$10,270.00	\$770.00	8.11%	Elevator Inspections and PM	2690-430	Repairs and Maintenance Services
ProAC Corp	X	\$5,000.00	\$4,447.00	-\$553.00	-11.06%	Coollig Tower PM	2690-430	Repairs and Maintenance Services
ProShred	X	\$2,000.00	\$2,500.00	\$500.00	25.00%	Document Shredding	2690-430	Repairs and Maintenance Services
Safety-Kleen	No contract	\$2,000.00	\$2,200.00	\$200.00	10.00%	Oil Disposal as needed	2790-430	Student Transportation - Repairs and Maintenance Services
Spangler Boyer	X	\$2,000.00	\$2,700.00	\$700.00	35.00%	HS PoolPak HV PM	2690-414	Lawn Care Services
STEM Landscaping	X	\$50,000.00	\$50,000.00	\$0.00	0.00%	Lawn Cutting and Bed Maintenance	2690-414	Lawn Care Services
Tomlinson Bomberger	X	\$50,000.00	\$40,000.00	-\$10,000.00	-20.00%	Field and Ground Pesticide/Herbicide	2690-430	Repairs and Maintenance Services
Trane	X	\$3,500.00	\$3,900.00	\$400.00	11.43%	Trane Chiller PM	2690-430	Repairs and Maintenance Services
Tristate	X	\$10,000.00	\$10,200.00	\$200.00	2.00%	HS HVAC PM Daikin System	2690-430	Repairs and Maintenance Services
TuWay Radio	X cost	\$3,840.00	\$3,840.00	\$0.00	0.00%	License for Hand Held Radio <b>(PAID)</b>	2690-530	Communications
Tyler Technologies	X	\$6,706.00	\$6,706.00	\$0.00	0.00%	Transportation Software	2790-650	Student Transportation - Supplies and Fees Technology Related
<b>Total</b>		<b>\$284,485.00</b>	<b>\$286,824.69</b>	<b>\$2,339.69</b>	<b>0.82%</b>			

ALTERNATE METHOD OF BILLING AND PAYMENTS OF SPONSORING DISTRICT COSTS TO NORTHAMPTON COUNTY AREA COMMUNITY COLLEGE FOR FISCAL YEAR ENDING JUNE 30, 2024

Saucon Valley Area School District requests the Northampton County Area Community College to bill for their share of operating and capital outlays in the amount of \$291,232 in accordance with the terms and conditions as follows:

**Operating**

The School District agrees to have Northampton County Area Community College to bill for its share of operating expenses for the 2023-2024 fiscal year on a monthly basis as follows:

Total Operating Costs	\$279,621
Percent of Total Commitment	97%
Monthly Payments	\$23,301.75

**Capital Outlay**

Capital Outlay is payable August 1 each year.

Total Capital Outlay Costs	\$11,611
Percent of Total Commitment	3%

Attest

President, School Board

Date

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Attest

Secretary, School Board

Date

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## Service Level Agreement

This Service Level Agreement (“Agreement”) made between Professional Software for Nurses, Inc. (“PSNI”) with its principal address at 4 Limbo Lane, Amherst, NH 03031 and the Customer (as defined below). This Agreement, including the attached Schedule(s), is effective on the date that both parties have signed this Agreement (the “Effective Date”).

WHEREAS PSNI is the exclusive licensee of **SNAP Health Center EHR Software** as further described in Schedule B hereof and has the full right and authority to further license the service (defined below) to Customer; and

WHEREAS PSNI desires to make the Service (defined below) available online as described in Schedule B, on the terms and subject to the conditions set forth herein; and

WHEREAS the Customer, as a licensee of the Service, desires to utilize the Service on the terms and conditions set forth in this Agreement.

**1. Definitions.** The following definitions (and additional definitions provided below) will apply:

1. “Activation Date” is defined in Section 24.1.
2. “Breach” means the handling of Customer Data without authorization, beyond the scope of authorization, or in a manner or to an extent that compromises Customer Data or violates applicable law. A Breach does not include the handling of Customer Data that is encrypted. A Breach also does not include (a) the unintended or good faith handling of Customer Data by an employee of PSNI related to providing Services to the Customer or (b) the disclosure of Customer Data by an employee of PSNI to another employee of PSNI, as long as the Customer Data is not otherwise further handled without authorization, beyond the scope of authorization, or in a manner or to an extent that compromises the Customer Data or violates applicable law.
3. “Customer” means the legal entity or individual that enters into this Agreement as described on the Signature Page.
4. “Customer Data” means data, information or material provided or submitted by Customer or any User to PSNI in the course of utilizing the Service. Customer Data specifically excludes De-Identified Data (as defined in Section 10.2.1).
5. “Customer Representative” means the Users designated by Customer as authorized to create User accounts, administer Customer’s use of the Service and otherwise represent Customer for the purpose of this Agreement.
6. “Pricing Schedule” means Schedule A to this Agreement.
7. “PSNI Content” means PSNI supplied text, audio, video, graphics and other information and data related to or available by means of the Service or on PSNI’s web site, including information and data created, developed, or structured by PSNI to store, save, evaluate, compare, or analyze Customer Data.
8. “Service” means PSNI’s online service as described in Schedule B and applicable documentation on PSNI’s web site.

9. "Term" means the term of this Agreement as specified in Section 24.
10. "User" means one of Customer's employees, representatives, consultants, contractors or agents and other persons expressly permitted by Customer in connection with Customer's business affairs who are authorized to use the Service and have been supplied User identifications and passwords by PSNI at Customer's request.

## **2. Customer Use of the Service**

1. PSNI grants Customer a non-exclusive, non-transferable (except as expressly permitted in this Agreement) right to access and use the Service during the Term via the Internet under and subject to the terms of this Agreement. PSNI will host the Service. PSNI reserves the right to make changes and updates to the functionality and/or documentation of the Service from time to time.
2. Customer is permitted during the Term to store, print, and display the PSNI Content and to permit Users to access it only in connection with use of the Service. No other use of PSNI Content is permitted. Customer will maintain and will require its Users to maintain PSNI Content as Confidential Information (as defined below) of PSNI.

## **3. Number of Authorized Users**

1. Customer is initially authorized to permit use by the number of Users listed in the Pricing Schedule. Customer, by its Customer Representative, may add to the number of Users by contacting PSNI customer support by email or phone. Customer will be bound by the instructions and authorizations provided by its Customer Representative.

## **4. Fees Generally**

1. In consideration for the Service provided by PSNI to Customer, Customer agrees to pay PSNI the fees as set forth in the Pricing Schedule (Schedule A) or as PSNI and Customer otherwise agree in writing. In the event of a conflict between the Pricing Schedule and another document or writing with respect to the fees payable under this Agreement, the most-recent-in-time mutually agreed-upon writing (whether it is the Pricing Schedule or another writing) shall control, and such writing shall be incorporated herein by reference if it is a writing other than the Pricing Schedule.

## **5. User-Based Fees; Payment**

1. Subject to the fee structure and calculations stated in the Pricing Schedule, license fees are due for the Service based on the number of billable Users. Customer shall pay PSNI the fees as set forth on the Pricing Schedule (the "Fees"). A User is considered billable if his or her account (with a username and password) is available for login and use at any time during the term. Customer agrees that charges will apply for all billable User accounts including those that have been inactive during the term.

PSNI will invoice annually for use of the Service at the beginning of the Initial Term (as defined in Section 24) and at the beginning of each Renewal Term (as defined in Section 24), if applicable. All invoices for any charges under this Agreement are due and payable within 15 days of invoice date and, at any rate, no later than August 31, of each year. Customer's account will be considered delinquent (in arrears) if payment in full is not received by the due date specified on the invoice. Amounts due are exclusive of all applicable taxes, levies, or duties, and Customer will be responsible for payment of all such

amounts. All amounts are payable in U.S. dollars. If Customer believes that any specific charge under this Agreement is incorrect, in order to obtain a credit, Customer must contact PSNI in writing within 30 days of invoice date setting forth the nature and amount of the requested correction; otherwise invoices are final.

**6. Non-Payment**

1. In addition to other applicable remedies, PSNI reserves the right to suspend and/or terminate Customer's access to the Service and/or terminate this Agreement, upon five days' email notice, if Customer's account becomes delinquent (falls into arrears).

**7. Account Information Submitted to PSNI**

1. Customer agrees to provide PSNI in writing with billing and contact information as PSNI may reasonably require, including Customer's legal company name, street address, email address, and name and telephone number of an authorized billing contact, as well as the name, User name and password of the Customer Representative. Customer is allowed one extra logon-name (substitute, temporary users) for every two purchased user licenses. Customer agrees to update this information promptly in writing to PSNI and in any case within 15 days, if there is any change.

**8. Appropriate Use of the Service**

1. While Users may be any persons that Customer authorizes to use the Service for its business, including, but not limited to, Customer's employees and contractors, Customer may not sublicense, resell or supply the Service for use in or for the benefit of any other organization, entity, business, or enterprise without PSNI's prior written consent.
2. Customer's number of simultaneous users accessing the software at the same time is limited to the number of purchased user licenses.
3. Customer agrees not to submit to the Service any material that is illegal, misleading, defamatory, indecent or obscene, in poor taste, threatening, infringing of any third-party proprietary rights, invasive of personal privacy, or otherwise objectionable (collectively "Objectionable Matter"). Customer will be responsible to ensure that its Users do not submit any Objectionable Matter. In addition, PSNI may, at its option, adopt rules for permitted and appropriate use and may update them from time to time on the PSNI web site; Customer and Customer's Users will be bound by any such rules. PSNI reserves the right to remove any Customer Data that constitutes Objectionable Matter or violates any PSNI rules regarding appropriate use, but is not obligated to do so. Customer and Customer's Users will comply with all applicable laws regarding Customer Data, use of the Service and the PSNI Content, including laws involving private data and any applicable export controls. PSNI reserves the right to terminate this Agreement for cause in case the Customer materially breaches the provisions of this Section.
4. PSNI reserves the right to suspend or terminate immediately any Customer or User account or activity that is disrupting or causing harm to PSNI's computers, systems or infrastructure or to other parties, or is in violation of state or federal laws regarding "spam," including, without limitation, the CAN-SPAM Act of 2003. Any such spamming activity by Customer will be a material breach of this Agreement.

**9. Passwords and Access**

1. Customer is responsible for all activities that occur under Customer's User accounts. Customer is responsible for maintaining the security and confidentiality of all User usernames and passwords. Customer agrees to notify PSNI immediately of any unauthorized use of any Service username or password or account or any other known or suspected breach of security.

**10. Customer Data**

1. Ownership and Data Quality
  - i. All Customer Data submitted by Customer to PSNI, whether posted by Customer or by Users, will remain the sole property of, as applicable, Customer, such Users, and/or any applicable third-party providers.
  - ii. Customer shall bear sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of all Customer Data submitted to PSNI.
  - iii. Customer hereby represents, warrants, and covenants to PSNI that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by PSNI and processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any intellectual property rights or any privacy or other rights of any third party or violate any applicable Law.
2. PSNI Use Restrictions
  - i. Subject to the terms and conditions of this Agreement, PSNI may develop de-identified data from Customer Data and use such de-identified data ("De-identified Data") for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Further, PSNI agrees not to attempt to re-identify De-identified Data and not to disclose De-identified Data to any third party. De-identified Data will be used solely for PSNI's internal use. De-identified Data is specifically excluded from the definition of Customer Data.
  - ii. PSNI will not mine customer data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.
  - iii. PSNI will not use Customer Data to advertise or market to students or their parents. PSNI will handle Customer Data only in accordance with this Agreement. In doing so, PSNI will handle only the minimum amount of such Customer Data necessary to perform Services and for other permitted purposes set forth herein, and PSNI shall not permit any person to handle such Customer Data if that person is not authorized to do so. PSNI may disclose such Customer Data to employees of PSNI only if necessary for PSNI to perform the Services or for such other permitted purposes.

**11. Limited License to Customer Data**

11.1 Subject to the terms and conditions of this Agreement, Customer grants to PSNI a non-exclusive license to use, copy, store, transmit and display Customer Data to the extent reasonably necessary to provide and maintain the Service.

**12. PSNI's Ownership**

12.1 PSNI and its suppliers retain all rights in the Service and PSNI Content, including PSNI's information, data, and software structures related to storing, saving, evaluating, comparing, and analyzing data, including Customer Data, and all related means thereof. This Agreement grants no ownership rights to Customer. No license is granted to Customer; Customer has a right to access and use the Service in accordance with this Agreement. The PSNI name, the PSNI logo, and the product names associated with the Service are trademarks and/or service marks of PSNI or third parties, and they may not be used without PSNI's prior written consent.

**13. Security Measures**

1. PSNI will use commercially reasonable security measures to protect Customer Data against unauthorized disclosure or use, as set forth herein. A copy of PSNI's security policies in effect from time to time shall be provided to the Customer at the Customer's request
2. PSNI will maintain physical, technological, and administrative safeguards protecting all Customer Data in compliance with applicable law.
3. PSNI shall handle Customer Data using only information systems and electronic devices (i) owned by PSNI, (ii) maintained in a secure facility controlled by PSNI in the United States, (iii) using up-to-date commercially reasonable software and security systems, including firewall, anti-virus, anti-malware, and anti-spyware software, (iv) with software and security systems that detect multiple failed attempts to log-on and disable the account being used to attempt to log-on, and (v) implementing unique strong usernames and passwords.
4. PSNI shall transmit Customer Data by email, file transfer protocol, or other means of digital, analog, or electronic transmission only if the entire transmission or the personal information contained therein is encrypted. PSNI shall transport Customer Data in electronic format only if the electronic device used for the transportation, or the Customer Data being transported, is encrypted. This Section 13.4 applies only to transmissions of Customer Data initiated by PSNI. Customer acknowledges that PSNI has no control over how other parties, including Customer, may choose to transmit data to PSNI.
5. PSNI shall store any Customer Data in hard copy format, during non-working hours, only in a locked filing cabinet or similar equipment or room at a secure facility controlled by PSNI in the United States. PSNI shall print or otherwise render or generate Customer Data in hard copy format only if and to the extent doing so is necessary to perform the Services.

6. PSNI shall not dispose of or destroy any Customer Data without express written authorization from the Customer. PSNI shall dispose of any Customer Data in hard copy format only in a manner that renders it essentially unreadable and indecipherable, such as by shredding, burning, or pulverizing.
7. PSNI shall conduct periodic assessments to determine what Customer Data PSNI has, whether PSNI is subject to any new, additional, or reoccurring risks to such Customer Data, and whether PSNI should implement any new or additional measures to mitigate such risks and, if so, the measures that PSNI should implement.
8. PSNI shall maintain a written data security policy and shall provide such policy to the Customer at the Customer's request.
9. PSNI shall maintain, and test periodically, an incident response plan and a commercially reasonable disaster recovery system and plan that includes the Customer Data.

#### **14. Breach**

PSNI shall notify the Customer of any known, suspected, or threatened, Breach of Customer Data within PSNI's possession, custody, or control without unreasonable delay, and in no event later than any deadline for such notification prescribed by applicable law, after PSNI's first receipt of information related to such Breach. At the time of such initial notification and continuing thereafter, PSNI shall fully disclose to the Customer any and all information that PSNI has or receives concerning such Breach, including the following types of information:

(a) names and all other information available about any and all persons affected by the Breach; (b) the nature and scope of any and all information compromised or potentially compromised in the Breach or as a result of the Breach; (c) timing, manner, and cause of the Breach; and (d) any and all acts taken in response to such Breach. PSNI shall provide the Customer with any and all assistance and cooperation reasonably requested by the Customer related to any Breach of Customer Data, and shall follow and comply with any and all reasonable requests made and instructions provided by the Customer related to such Breach. Except to the extent legally compelled, PSNI shall not disclose to any person, other than its attorneys and the Customer, any information related to any known, suspected, or threatened Breach of Customer Data without prior express authorization from the Customer.

#### **15. Restrictions on Use of the Service**

Customer may not alter, resell or sublicense the Service or provide it as a service bureau. Customer agrees not to reverse engineer the Service or its software or other technology. Customer will not use or access the Service to: (i) build a competitive product or service, (ii) make or have made a product using similar ideas, features, functions or graphics of the Service, (iii) make derivative works based upon the Service or the PSNI Content or (iv) copy any features, functions or graphics of the Service or the PSNI Content. Customer will not "frame" or "mirror" the Service. Use, resale or exploitation of the Service and/or the PSNI Content except as expressly permitted in this Agreement is prohibited.

**16. Privacy**

1. PSNI's privacy policies, as in effect from time to time, can be accessed on PSNI's web site [www.cloud.snaphealthcenter.com]. PSNI reserves the right to modify its privacy and security policies from time to time in its business judgment and as it deems required for compliance with applicable law. The publicly-accessible privacy policies on PSNI's website are a general privacy policy and may be superseded by provisions of this Agreement. To the extent any conflict exists between this Agreement and such privacy policies, this Agreement shall prevail.
2. PSNI may, from time to time, contact Users (excluding students and their parents) who have logged on to the Service at least once in the 90 days preceding such communication, at the contact information stored in Users' profiles or otherwise supplied by Customer or Users (including as part of Customer Data), for the permissible purposes set forth below. Users will have the option to opt out of such communications. Such permissible purposes include:
  - i. Updates, alerts, reminders, and other information about events that may affect a User's use of the Service or otherwise related to the Service; and
  - ii. Advertising, marketing, promotional, and other informational material related to other products or services offered by PSNI or any of its partners or affiliates.

**17. Warranty Regarding the Service**

- a. PSNI warrants that the Service will perform in all material respects to the functionality as described in applicable online user documentation available as part of the Service via PSNI's web site.

**18. Scheduled Maintenance; Service Level Commitment; Technical Support**

1. PSNI will periodically schedule the complete or partial shutdown of the Service for maintenance, bug fixes, upgrades, or other reasons ("**Scheduled Maintenance**"). Scheduled Maintenance will be implemented in such a way as to minimally interrupt the use of and the access to the Service by Customer under this Agreement. PSNI shall provide Customer with email notice 48 hours in advance any Scheduled Maintenance that will disable the Service for more than three consecutive hours. PSNI may perform emergency maintenance services at any time during the Term of this Agreement without prior notice to Customer.
2. PSNI will provide access to the Service for Customer on a twenty-four hour a day, seven days a week (24x7) basis, except for Scheduled Maintenance and except for any downtime, delays, loss or interruption of hosting services which are caused by telecommunications or network service providers outside of PSNI's firewall, a Force Majeure Event (as defined in Section 30.6), or interruptions or failures caused by Customer or the equipment or facilities utilized by Customer. PSNI does not provide any guarantee of up time of the Service or refunds for any downtime of the Service.
3. During the Term, PSNI shall provide technical support to Customer for SNAP Health Center and all optional software hosted on PSNI servers. Telephone (toll free in U.S.) and email technical support available Mon through Fri from 7:30 AM - 6:00 PM Eastern Time excluding federal holidays

## **19. Additional Warranties**

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Customer represents and warrants that it has not falsely identified itself or provided any false information to gain access to the Service and that Customer's billing information is correct.

## **20. Professional Services**

1. Customer may retain PSNI to perform professional services ("Professional Services") as the parties may agree upon in writing in the form of a work order or other writing ("Work Order"). PSNI will use reasonable efforts to carry out the Professional Services stated in the Work Order and to provide any resulting functionality in the Service made available online to Customer and Customer's Users. Except as the parties otherwise agree in a Work Order, Professional Services and the results thereof are made available "AS IS."
2. Unless otherwise agreed in writing in the Work Order, Professional Services are provided by PSNI on a time and materials basis at PSNI's then applicable rates and subject to such deposit or advance payment as PSNI may require. Maintenance and support of code or functionality created by means of Professional Services will likewise be on a Work Order basis under this Section unless otherwise agreed in writing. The code and functionality made or provided under this Section and all interests therein, including copyrights, will be PSNI's property. Access to the results of Professional Services will be available as part of the Service during the Term unless otherwise agreed in writing. The initial Work Order (if any) is attached as Schedule C. Unless otherwise agreed in a Work Order, PSNI may bill for Professional Services on a weekly or monthly basis, at its discretion.

## **21. Indemnification**

1. PSNI will defend, indemnify, and hold Customer (and its officers, directors, employees and agents) harmless from and against all costs, liabilities, losses, and expenses (including reasonable attorneys' fees) (collectively, "Losses") arising from any third party claim, suit, action, or proceeding arising from: (i) the actual or alleged infringement of any United States copyright, patent, trademark, or misappropriation of a trade secret by the Service or PSNI Content (other than that due to Customer Data); provided, however, that PSNI will not provide indemnification if the Loss or Losses were caused by alteration of any Software, PSNI Content, or other component of the Service by anyone except PSNI, or use of Software, PSNI Content, or other component of the Service by anyone not authorized by PSNI, in combination with unauthorized software or other materials, or in a manner that does not comply with the applicable documentation; or (ii) PSNI's grossly negligent or intentional acts or omissions in its performance of this Agreement. Customer shall promptly notify PSNI of such a claim. In case of such a claim under Section 21.1(a), PSNI may, in its discretion, (a) procure a license that will protect Customer against such claim without cost to Customer, (b) replace the Service with a non-infringing Service, or (c) if PSNI deems such remedies not practicable, PSNI may terminate the Service and this Agreement without fault. **THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT OR CLAIMS ALLEGING INFRINGEMENT.**

2. Customer will defend, indemnify, and hold PSNI (and its officers, directors, employees and agents) harmless from and against all Losses arising out of or in connection with a claim, suit, action, or proceeding by a third party (i) alleging that the Customer Data or other data or information supplied by Customer infringes the intellectual property rights or other rights of a third party or has caused harm to a third party, (ii) arising out of breach of Sections 8 (Appropriate Use of the Service), 9 (Passwords and Access), or 10.1 (Customer Data) above, and (iii) Customer's grossly negligent or intentional acts or omissions, or criminal conduct.
3. Customer will defend, indemnify, and hold PSNI (and its officers, directors, employees and agents) harmless from any expense or cost arising from any third-party subpoena or compulsory legal order or process that seeks Customer Data and/or other Customer-related information or data, including, without limitation, prompt payment to PSNI of all costs (including attorneys' fees) incurred by PSNI as a result. In case of such subpoena or compulsory legal order or process, Customer also agrees to pay PSNI for its staff time in responding to such third-party subpoena or compulsory legal order or process at PSNI's then applicable hourly rates.
4. In case of any claim that is subject to indemnification under this Agreement, the party that is indemnified ("Indemnitee") will provide the indemnifying party ("Indemnitor") prompt written notice of the relevant claim. Indemnitor will defend and/or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and will tender the defense and settlement of any action or proceeding covered by this Section to the Indemnitor upon request. Claims may be settled without the consent of the Indemnitee, unless the settlement includes an admission of wrongdoing, fault or liability or subjects Indemnitee to restrictions on its business.

## **22. Disclaimers; Limitations of Liabilities**

1. THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY PSNI. THERE ARE NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS STATED IN SECTIONS 17, 18, 19, AND 20 ABOVE, THE SERVICE AND PSNI CONTENT ARE PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES. PSNI DOES NOT WARRANT THAT USE OF THE SYSTEM WILL BE ERROR-FREE OR UNINTERRUPTED. PSNI IS NOT RESPONSIBLE FOR SOFTWARE INSTALLED OR USED BY CUSTOMER OR USERS OR FOR THE OPERATION OR PERFORMANCE OF THE INTERNET.
2. The Service may include gateways, links or other functionality that allows Customer and/or Users to access third party services ("Third Party Services") and/or third-party content and materials ("Third Party Materials"). PSNI does not supply and is not responsible for any Third-Party Services or Third-Party Materials, which may be subject to their own licenses, end-user agreements, privacy and security policies, and/or terms of use. PSNI MAKES NO WARRANTY AS TO THIRD PARTY SERVICES OR THIRD-PARTY MATERIALS.
3. The parties expressly recognize that, although PSNI shall take commercially reasonable steps to prevent security breaches, it is impossible to maintain flawless security. PSNI shall

not be liable for any damage caused by unauthorized destruction, loss, interception, disclosure, or alteration of any Customer Data by unauthorized persons, unless such unauthorized destruction, loss, interception, disclosure, or alteration is caused by the gross negligence (or more culpable act or omission) of PSNI or its agents, representatives, officers, or employees. Except in the event of unauthorized destruction, loss, interception, disclosure, or alteration of Customer Data caused solely by the gross negligence (or more culpable act or omission) of PSNI or its agents, representatives, officers, or employees, Customer shall not make any claim against PSNI for lost data, re-run time, inaccurate input, or work delays resulting from Customer's use of the service.

4. EXCEPT AS OTHERWISE PROVIDED IN SECTION 22.6, BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF CUSTOMER DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT SERVICES; (e) LOSS OF GOODWILL OR REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
5. EXCEPT AS OTHERWISE PROVIDED IN SECTION 22.6, BELOW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF PSNI ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL LICENSE FEES PAID TO PSNI UNDER THIS AGREEMENT IN THE ONE (1) YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
6. The exclusions and limitations in Sections 22.4 and 22.5, above, do not apply to: (i) Customer's payment obligations under this Agreement; (ii) Customer's breach of Sections 8 (Appropriate Use of the Service), 9 (Passwords and Access) or 10.1 (Customer Data); (iii) either party's indemnification obligations under Section 21, above; and (iv) PSNI's obligations resulting from its grossly negligent or more culpable act or omission, under Section 22.3, above.

### **23. Confidentiality**

1. "Confidential Information" means non-public information, technical data or know-how of a party and/or its affiliates, which is furnished to the other party in written or tangible form in connection with this Agreement. Oral disclosure will also be deemed Confidential Information if it would reasonably be considered to be of a confidential nature or if it is confirmed at the time of disclosure to be confidential.
2. Notwithstanding the foregoing, Confidential Information does not include information which is: (i) already in the possession of the receiving party and not subject to a

confidentiality obligation to the providing party; (ii) independently developed by the receiving party; (iii) publicly disclosed through no fault of the receiving party; (iv) rightfully received by the receiving party from a third party that is not under any obligation to keep such information confidential; (v) approved for release by written agreement with the disclosing party; or (vi) disclosed pursuant to the requirements of law, regulation, or court order, provided that the receiving party will promptly inform the providing party of any such requirement and cooperate with any attempt to procure a protective order or similar treatment.

3. Neither party will use the other party's Confidential Information except as reasonably required for the performance of this Agreement. Each party will hold in confidence the other party's Confidential Information by means that are no less restrictive than those used for its own confidential materials. Each party agrees not to disclose the other party's Confidential Information to anyone other than its employees or subcontractors who are bound by confidentiality obligations and who need to know the same to perform such party's obligations hereunder. The confidentiality obligations set forth in this Section will survive for three (3) years after the termination or expiration of this Agreement.
4. Upon termination or expiration of this Agreement, except as otherwise agreed in writing or otherwise stated in this Agreement, each party will, upon the request of the disclosing party, either: (i) return all of such Confidential Information of the disclosing party and all copies thereof in the receiving party's possession or control to the disclosing party; or (ii) destroy all Confidential Information and all copies thereof in the receiving party's possession or control. The receiving party will then, at the request of the disclosing party, certify in writing that no copies have been retained by the receiving party, its employees or agents.
5. In case a party receives legal process that demands or requires disclosure of the disclosing party's Confidential Information, such party will give prompt notice to the disclosing party, if legally permissible, to enable the disclosing party to challenge such demand.

#### **24. Term and Termination**

1. The Term commences on the "Effective Date." The "Activation Date" will be the date that PSNI first makes the Service available to Customer to accept student demographic files and provides email or written notice of such availability to Customer.
2. The initial term of this Agreement ("Initial Term") will begin on the Effective Date and will end on August 31 of the calendar year following the Effective or Renewal date. This Agreement will automatically renew for successive one-year periods (each a "Renewal Term") beginning at the end of the Initial Term, unless Customer selects the Annual Reissue Required option on the signature page herein to opt-out of automatic renewal, or provides notice of termination not less than 60 days before the end of the Initial Term or current Renewal Term, as applicable. Applicable pricing, including annual minimum fees, will continue unchanged from the previous term unless PSNI notifies Customer of changes in pricing at least 30 days prior to the expiration of the Initial Term or current Renewal Term, as applicable. PSNI reserves the right to terminate this Agreement for convenience not less than one year's notice.
3. PSNI, in its sole discretion, may suspend or terminate Customer's username and password, account, or use of the Service and/or terminate this Agreement if Customer materially

breaches this Agreement and such breach has not been cured within 10 business days of notice of such breach.

4. In the event that this Agreement is terminated (for any reason), PSNI will, within 30 days of a Customer's request, make available export health records for each student in PDF or other common file type. The customer data will be made available for download for 30 days following the customer notice of availability, after that date the file and databases will be deleted from PSNI servers. An optional export database can be provided at Customer request for an additional per student per year charge. Customer agrees and acknowledges that PSNI has no obligation to retain and may delete Customer Data that remains in PSNI's possession or control more than 60 days after termination.
5. Any termination by Customer prior to the end of the Initial Term or any Renewal Term will not result in a refund of any fees or other pending charges.
6. The following provisions will survive termination: all definitions, Customer's accrued financial obligations, the license to Customer Data to the extent reasonable for PSNI's discharge of its post-termination obligations, and the following Sections and paragraphs: 1 (Definitions), 6.2 (Overdue Payments), 10.1 (Customer Data), 12 (PSNI's Ownership), 13 (Restrictions on Use of the Service), 21 (Indemnification), 22 (Disclaimers and Limitations), 23 (Confidentiality), 24.6 (Survival of Provisions), 26 (Notice), 28 (Governing Law, Jurisdiction; Venue); 29 (Non-Solicitation), and 30 (Miscellaneous).
7. Clients may request the following services upon termination (service fees apply):
  - i. Export database (MSSQL) for transfer of student data to another software program.
  - ii. PSNI to retain a copy (DVD) of the student data for a period of not more than 5 years.

## **25. Regulatory Compliance**

Customer represents that it, or the school or educational institution or agency for which Customer is an employee or agent, receives funds from the United States Department of Education. PSNI represents and warrants that it will comply with the data security requirements of the Family Educational Rights and Privacy Act

## **26. Notice**

**("FERPA"). Customer further represents and warrants that it is not considered to be a "covered entity" under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). If Customer does not receive funds from the Department of Education and if Customer is considered a covered entity under HIPAA, then PSNI will be considered a "business associate" under HIPAA, be required to comply with HIPAA, and the parties will be required to enter into a business associate agreement pursuant to HIPAA.**

PSNI may give notice by means of electronic mail to Customer's email address on record in Customer's account or by written communication sent by first class mail or by courier service to Customer's address on record in Customer's account. Such notice will be deemed to have been given upon the expiration of 36 hours after mailing (if sent by first class mail) or sending by

courier or 12 hours after sending (if sent by email), or, if earlier, when received. Customer may give notice to PSNI by email to [info@promedsoftware.com](mailto:info@promedsoftware.com). A party may, by giving notice, change its applicable address, email, or other contact information.

Customer shall designate a contact person within its organization who shall serve as PSNI's primary contact in the event of a Breach of Customer Data that requires notification to the Customer. Customer shall keep the name and contact information of such designated contact person up-to-date. In the event PSNI is unable to reach such designated contact person during a breach notification event, PSNI shall be deemed to have satisfied its breach notification obligations by providing such notification by any one of the methods of giving notice set forth in the first paragraph of this Section 26, above.

### **27. Assignment**

This Agreement may not be assigned by Customer without the prior written approval of PSNI but may be assigned by PSNI with written notice to Customer to (i) a parent or subsidiary, (ii) an acquirer of all or substantially all of PSNI's assets involved in the operations relevant to this Agreement, or (iii) a successor by merger or other combination. Any purported assignment in violation of this Section will be void. This agreement may be enforced by and is binding on permitted successors and assigns.

### **28. Governing Law; Jurisdiction; Venue**

This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of New Hampshire, without regard to conflict of laws principles. Each of the parties to this Agreement irrevocably consent to the jurisdiction of the courts of the State of New Hampshire and the United States District Court for the District of New Hampshire, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of their obligations hereunder or with respect to the transactions contemplated hereby. Each of the parties to this Agreement expressly agree to submit to the jurisdiction of such courts for the purposes of resolving any dispute between the parties and waive any and all objections they may have to venue in such courts.

### **29. Non-Solicitation**

During the Term of this Agreement and for a period of one year thereafter, Customer will not, and will ensure that its affiliates will not, directly or indirectly: (i) solicit for employment or for performance of any services any person employed by PSNI or (ii) hire or engage for any services any person employed by PSNI.

### **30. Miscellaneous**

1. *Severability.* If any of the provisions of this Agreement, or portions thereof, are declared under statute or applicable law to be invalid or unenforceable, it will be adjusted rather than voided, if possible, to achieve the intent of the parties. Otherwise, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining portions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement, a provision as similar in terms to such illegal, invalid or unenforceable

provision as may be possible, legal, valid and enforceable, and if it is not possible to add such a provision, the parties agree to attempt to negotiate an amendment that carries out the economic intent of the provision(s) found invalid or unenforceable.

2. *No Agency.* No joint venture, partnership, employment, or agency relationship exists between Customer and PSNI as a result of this Agreement or use of the Service.
3. *No Waiver.* The failure of PSNI to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by PSNI in writing.
4. *Headings.* The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.
5. *Force Majeure.* Except for the Customer's payment obligations, if the performance of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of such party, that party will be excused from such to the extent that it is prevented, hindered or delayed by such causes. This Section does not relieve either party from any liability under this Agreement (or at law) from negligent or willful acts or failures by such party.
6. *Entire Agreement.* This Agreement, together with any applicable Schedules, comprises the entire agreement between Customer and PSNI and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.
7. *Acknowledgement.* By signing this Agreement, the parties to this Agreement acknowledge that they have read this Agreement, understand it, and intend to fulfill each and every promise. In addition, each party acknowledges that it has had the opportunity to have the Agreement reviewed by independent legal counsel prior to signing the Agreement, and each party's decision whether to sign this Agreement is its own voluntary decision and each party agrees to be bound by its terms and conditions.



Signed as a binding Agreement by the parties as of the Effective Date:

Professional Software for Nurses, Inc.:

By (Authorized Signatory): Peter Redes Date: 6/2/2023

Print Name: Peter Redes Title: Chief Executive Officer

Saucon Valley SD

By (Authorized Signatory): \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Street Address: 2097 Polk Valley Rd

City, State, Zip: Hellertown, PA 18055-2400

Country: \_\_\_\_\_

Email Address for Contact: \_\_\_\_\_

**Annual Reissue Required.** By signing below, Customer requests to opt-out of automatic renewal of the present Service Agreement and acknowledges that this Agreement will therefore terminate at the end of the Initial Term under Section 24.

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Schedule A**

**SAMPLE Pricing Schedule**

<b>Software as a Service plan</b>	
Service	Cost
New user Cloud setup	\$100 per user one-time fee
SNAP Health Center Software as a Services	\$825 per user paid annually or as per contract
<b>Optional Services</b>	
Immunization link (selected state registries)	\$50 per user paid annually
Medicaid Link (to selected third party billing companies)	\$50 per user paid annually
Health portal	\$0.50 per student paid annually

Prices subject to change with 30-day notice

<b>Customer Licensed Software plan</b>	
Service	Cost
New user Cloud setup	\$100 per user one-time fee
SNAP Health Center Cloud Services	\$232 per user paid annually
SNAP Health Center program maintenance & support	\$325 per user paid annually or as per contract
<b>Optional Services</b>	
Immunization link (selected state registries)	\$50 per user paid annually
Medicaid Link (to selected third party billing companies)	\$50 per user paid annually
Health portal	\$0.50 per student paid annually

Prices subject to change with 30 day notice

**Schedule B Service**

**Description**

**1. Software as a Service plan**

1. Internet access to SNAP Health Center software.
  - i. IHP software
  - ii. ISCAT software
2. Access to purchased optional software.
3. Storage and backup of Customer entered data.
4. Program updates
5. Telephone technical support
6. Importing of student demographic information for selected SIS's

**2. Customer Licensed Software plan**

7. Internet access to customer licensed SNAP Health Center software
8. Access to customer licensed optional software.
9. Storage and backup of Customer entered data.
10. Program updates
11. Telephone technical support
12. Importing of student demographic information for selected SIS's

**Schedule C**  
**Work Order for Professional Services**

*None*

## ADDENDUM TO SNAP SERVICE LEVEL AGREEMENT

Professional Software for Nurses, Inc. (“PSNI”) and Saucon Valley School District (“Customer”) hereby amend the Service Level Agreement as follows:

1. Paragraph 3.1 is deleted and replaced with the following: Customer is initially authorized to have and will be billed for four (4) licenses but shall be permitted to have an unlimited number of users.
2. Exhibit A is revised and where price is per user, it shall be price per license.
3. Paragraph 6.1 is amended to provide that termination shall not occur until at least fifteen (15) days of email notice that account is delinquent.
4. Paragraph 10.2.ii is deleted.
5. Paragraph 21.1 is deleted and replaced with the following: PSNI agrees to indemnify, save harmless, and defend, at its own expense, the Customer against any and all liabilities, penalties, fines, damages, and judgments, including, but not limited to, attorney’s fees, that may be imposed upon or incurred against the District arising out of or associated with Contractor’s work on behalf of the District, at any time, excluding those arising out of or caused by the willful or gross negligence of the District.
6. Paragraph 21.2 is amended to further provide that: No indemnification agreed to between the parties shall expose the Customer to greater liability than what it would be exposed to under the Pennsylvania Political Subdivision Tort Claims Act if the Customer were alone liable.
7. Paragraph 21.3 is deleted.
8. Paragraph 28 is deleted and replaced with the following: This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the

laws of the Commonwealth of Pennsylvania, without regard to conflict of laws principles. Each of the parties to this Agreement irrevocably consent to the jurisdiction of the courts of the Commonwealth of Pennsylvania and the United States District Court for the Eastern District of Pennsylvania, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of their obligations hereunder or with respect to the transactions contemplated hereby. Each of the parties to this Agreement expressly agree to submit to the jurisdiction of such courts for the purposes of resolving any dispute between the parties and waive any and all objections they may have to venue in such courts.

*Peter Redes*

6/8/2023

\_\_\_\_\_  
Authorized representative of  
Professional Software for Nurses, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized representative of  
Saucon Valley School District

\_\_\_\_\_  
Date



Mission First. Every Individual, Every Day.

## RESIDENTIAL STUDENT MONITORING & PLACEMENT AGREEMENT

FOR

This Agreement is by and between Melmark, Inc., an approved private school licensed by the Pennsylvania Department of Education, located in Delaware County, Pennsylvania (the "School") and **Saucon Valley School District**, a Local Educational Agency whose address is 2097 Polk Valley Road, Hellertown, PA 18055 (the "LEA").

The LEA recognizes its obligation to provide and fund a free and appropriate public education to (the "Student") in accordance with the Individualized Educational Program (the "IEP"). The LEA desires the School to provide and the School has agreed to provide the services set forth in the IEP to the Student on the terms described in this Agreement. Melmark's 24-hour educational and residential program has been identified as an appropriate placement at this time, which is operated by the School at the current intensive tuition fee of **\$714.00** per diem for educational services and **\$946.00** per diem for residential services for **SY 2023-2024**, including **ESY 2023**, and at future rates to be approved by the Melmark Board of Directors. Note that the School's approved intensive tuition fee does not include psychological testing, psychiatric consultations, audiology services, and related services for the blind or visually impaired. These services, if required by the IEP team, will be billed at the School's standard rates in addition to the intensive tuition rate.

### 1. Services and Obligations

(a) The LEA acknowledges that it has reviewed the School's program and believes that this program is sufficient and adequate for the School to implement the Student's IEP.

(b) Should a less intensive staffing ratio than what was determined during the pre-placement IEP be required, the IEP team will be reconvened to address the Student's needs.

(c) The School provides therapy services (Speech and Language Therapy, Physical Therapy and Occupational Therapy) that are addressed via a proposal during the IEP Team Process. The School determines these services via clinical assessment that are based on student

performance and the educational research with Autism Spectrum Disorders and other neurological disorders. Student data must demonstrate the need for each level of service. If the Student demonstrates progress with less restrictive models, those will be followed.

(d) The School shall comply with all elements of the IEP for the student and shall provide, in writing, to the Administrator of Special Education detailed documentation of such compliance through completion of required student progress reports.

(e) If identified in paragraph 1(a) above, the School will provide special accommodations in addition to basic program services and in accordance with the Student's IEP upon the execution of an individual price application or upon written authorization secured by the LEA from the parent/guardian for the School to access third party coverage.

(f) In carrying out their obligations under this Agreement and with respect to the Student, the School and the LEA shall comply with the applicable provisions of the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA"), 20 U.S.C. § 1400 *et seq.*, the U.S. Department of Education regulations thereunder, including 34 C.F.R., Part B, Chapter III, Part 300, §§300.1 to 300.818, and any applicable State laws and regulations.

(g) Records of the Student shall be kept confidential by the School in accordance with the Federal Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA"), and the School shall protect personally identifiable information about the Student that is prohibited from disclosure pursuant to state or federal law under FERPA, IDEA, the Protection of Pupil Rights Amendment (PPRA), the National School Lunch Act, and 22 Pa. Code §12.31-§12.32, provided that the School may use such records to establish or collect its charges or invoices, or to defend itself or its employees or agents against accusations of wrongful conduct. The School may provide others with such records or the information contained therein if the School is obligated to disclose the same by law or by order of a court, governmental body or administrative agency. The School shall make available to the LEA and parent/guardian records of the Student.

(h) The School shall allow the LEA to monitor and evaluate the education of the student and shall make available, upon request, any records pertaining to the student to authorized school personnel from the LEA.

(i) Notwithstanding the fact that the School's 24-hour education residential program and price is based on 365 days, it is understood and agreed that the classroom component of the School may be closed for legal holidays and vacation periods according to a School calendar to be provided annually to the LEA and parents/guardians. Likewise, the School strives to have students spend as much time as feasible in the family's home, if appropriate and indicated. To this end, School will work with family on home visits. All children will participate in the two (2) vacation closings per year, unless the student does not have a visiting resource or it is determined that visitation home for the whole vacation period would be a safety issue or otherwise inappropriate. The Chief Clinical Officer and the Executive Director will make the assessment of safety/appropriateness.

(j) The LEA represents and warrants that all information the LEA may have and information reasonably available to the LEA which is material to an understanding of the Student, the Student's behavior, educational capacity or history is contained in the IEP or has been provided to the School in writing. In addition, the parent and/or guardian represents and warrants that all information the parent and/or guardian may have and the information reasonably available to the parent and/or guardian which is material to an understanding of the Student, the Student's behavior, medical and educational capacity or history is contained in the IEP or has been provided to the School in writing.

(k) The School shall allow the LEA to conduct announced and unannounced site visits and to review all documents relating to the provision of special education services to its students at public expense. Access to documents for the LEA shall include general documents available to the public, documents specifically related to the student placed by the LEA, and other documents only to the extent they are necessary to verify and evaluate education services provided at public expense.

(l) The School shall provide quarterly progress reports to the LEA and legally entitled parent(s) or guardian(s).

2. Clinical

The School's assigned Case Manager for the Student will maintain regular contacts with all referring agencies, parents/guardians and LEAs as well as performing all related case management functions.

Individual and/or group counseling shall be provided by the School on an as needed basis, based on the outcome of assessment interviews, team recommendations, and/or as required in the IEP or Individualized Services Plan (ISP). Psychological testing and psychiatric consultations are available as determined necessary or appropriate. Any fees associated with the above named tests will be billed at a separate cost to the LEA.

3. Residential

The School's educational residential program teaches activities of daily living, recreational, leisure, hygiene and social skills through the systematic use of team based treatment planning in a safe, structured setting. The teaching of these skills occurs throughout the Student's day. The Student will receive staff supervision unless otherwise indicated in a Student's IEP or ISP.

4. Medical

The primary goal of the School's programs is to assist each student in reaching his or her greatest level of independence in the least restrictive environment possible while simultaneously protecting their legal rights. In an effort to accomplish this goal, the School employs the use of teaching and treatment procedures that have been scientifically demonstrated to be effective in the

treatment and education of individuals with autism and/or neurological disabilities. In this way, the School is professionally and ethically bound to adhere to the basic principles as described in further detail in the Evidence-Based Treatment Consent which is distributed and signed by Parent(s) on an annual basis.

Preventive health care is provided including arrangements for annual and routine physical and dental examinations, routine lab work and vision/hearing screening. The School will provide access to medical care that is in a geographically proximate location to the School in Berwyn, Pennsylvania. The School also arranges for emergency medical/dental care. The Student's parent or legal guardian is responsible for all health care costs.

If the Student requires psychopharmacology, the Student will be served by the School's consulting Child Psychiatrist.

The School recognizes the increasing prevalence of student allergies and the life-threatening nature of allergies for many students. Parents of food-allergic students will provide documentation from the child's physician regarding the specific food allergen(s) including copies of skin allergen tests or blood lab results, an Epi-pen, appropriate orders for the administration of an Epi-pen and the Student's documented responses to the allergen(s).

Any student whose family requests dietary modifications without clear medical documentation of a food allergy will need to meet with the Team to determine if the cost and staff resources allow for modifications. The School will not provide those services as part of a student's program. If a parent wishes to provide fully prepared snacks and meals, the School will deliver them to their child. The School will not participate in any alternative treatments, including but not limited to, bio-medical interventions, dietary supplements and/or chelation therapy.

Gluten/casein free diets will not be implemented in the residential program unless there is medical documentation of severe food allergy. The School will not deliver gluten/casein free diets as an alternative treatment as in accordance with its Evidence-Based Practice Consent.

#### 5. Medication Administration

A licensed physician must prescribe anti-psychotic medications if necessary. Except in an emergency, anti-psychotic medication shall not be administered without the informed, written consent of the parent or legal guardian or unless judicial approval is received. School will provide regular medical reviews with the family, the School, and with the consulting physician.

#### 6. Family Involvement

The School requires a positive working relationship with the family of the Student. The assigned Case Manager shall regularly review the Student's progress with the parents. Visits and calls are encouraged as much as practical and in accordance with the Student's IEP/ISP or by this agreement. The School staff are available to provide parent training and support in accordance

with discharge planning. The Student's parent or legal guardian is required to follow the School's Policies and Procedures as outlined for services to the Student.

Visits to the school shall not be disruptive or in any way interfere with the instructional program. All visits shall be subject to the authority of the School's senior management who may restrict or limit visitors as necessary in order to ensure appropriate delivery of services. The safety of the children is of utmost importance and takes top priority. In order to preserve the continuity of the educational services provided to our students and to maintain security, visitors are asked to adhere to the guidelines provided in the School Visitors policy.

Communication between Parents and the School shall follow the Guidelines for Verbal Phone Contact and the written Student Daily Communication Log as provided by the School to all Parents upon the Student's admission to the School. The School does not utilize electronic mail (Email) as a form of parental communication relative to a student's progress, clinical or educational issues.

The School agrees to provide the Student's IEP as it is approved by the Team. The School executes IEP's within the School's specific program structure. The LEA and parent or legal guardian acknowledge that the School has an extensive clinical and educational infrastructure designed on the peer-review research literature and approved by the Pennsylvania Department of Education. By accepting the program, it is understood that the IEP will be delivered within that program structure. The Student's parent or legal guardian is specifically required to participate in a collaborative manner to successfully achieve the Student's IEP goals. The outline of the program structure and parental expectations are reviewed with every family prior to admission through an orientation process, a written Family Handbook and extensive student and parent participation consents. The School expects full participation from the parents as the Student's goal is to reunify with the family to the least restrictive setting possible. The School understands that reunification may be different for each family but the expectation is all families will work towards reunification whether it is family visits, school vacation periods or a return to the home setting.

#### 7. Behavior Management

The School has a clearly defined policy for managing the behavioral problems of physical aggression, chronic non-compliance, self-abuse, and other maladaptive behaviors. The procedures for handling these types of problems are also clearly stated in the policy. All family members, referring agencies and public school liaisons are required to familiarize themselves with these policies and procedures prior to this Agreement. The Behavior Management policy will be provided to the family prior to admission, as part of the Family Handbook. The policy requires review, and signed consent, prior to admission and implementation.

#### 8. Reports

Annual and quarterly reports and special incident reports are routinely sent to the LEA and legally entitled parent(s)/guardian(s).

9. After-Care

The School provides written recommendations for follow-up services in the form of a discharge summary and is available for consultation and to assist with after-care services. The School shall contact the individual, or parent or guardian as appropriate within 30 days of discharge to determine if appropriate services are being delivered.

10. Transportation

The School shall not be responsible for providing and funding transportation for the Student from the Student's home to the School and from the School to the Student's home. The School will provide transportation within the confines and daily activity of the Residential program.

11. Agreements with Other Parties

(a) Parents, et al. Notwithstanding the fact that this is a contract between the School and the LEA, placement of the Student at the School is conditional upon an agreement between the School and the parents/guardians or person with legal responsibility to consent to the IEP and the School to: (i) pay incidental expenses and/or other expenses which the parents, et al. explicitly and voluntarily assume; (ii) notify the School of any change including, but not limited to, address or residence, divorce, guardianship and custody; (iii) consent to emergency medical care services, and (iv) to provide access to a health insurance plan for routine or emergency medical and dental care including a prescription drug benefit. Notwithstanding any prescriptions administered by the School's medical staff, the School is not responsible for the cost of medical and/or dental care including prescription drugs. If the parent or other responsible party is unable to enter into such an agreement with the School, or defaults, the LEA shall assume the aforementioned responsibilities.

(b) LEA Agreements with Other Parties. Any agreements entered into by the LEA with any other party pertaining to the Student, including with parents, state agencies or otherwise, which pertain to funding arrangements or any other matters, shall be fully disclosed to the School in writing prior to the placement of the Student at the School or at such time any such agreements are made if during the time of placement, by delivery of a copy of any such agreements to the School. School is not a party to any such agreements and is not bound by same.

12. Term

This Agreement shall take effect on **July 1, 2023** and terminate according to the terms and conditions of Agreement. Notwithstanding anything to the contrary in this Agreement, the LEA's obligation to pay the School hereunder for services rendered to the Student shall continue at all times until the Student is actually discharged from the School (*e.g.*, upon graduation, removal, withdrawal, or enrollment in an alternative placement) or until another LEA or agency agrees to assume financial responsibility for the Student's placement at the School and the School has consented to same. In the event of a refusal of any LEA or agency to assume financial

responsibility for the Student's placement at the School, the Student's parent(s), legal guardian(s), or person with legal responsibility for the Student agree to take physical custody of the Student upon demand.

13. Discharge and Termination

(a) The School agrees to use its best efforts to maintain the Student's placement. Notwithstanding the above Section 4, the School may discharge the Student under any of the following conditions:

- (1) By mutual agreement of the School, LEA and the Student's parent(s), legal guardian(s) or person with legal responsibility for the Student. The LEA shall convene an IEP review meeting within 10 days of receipt of notice from the School for the purpose of planning the Student's discharge. Discharge will be effective within 30 days of the IEP review meeting unless otherwise agreed to by all parties or required by law or otherwise required by order of Court or Special Education Hearing Officer.
- (2) By mutual agreement of the School, LEA and the Student's parent(s), legal guardian(s) or person with legal responsibility for the Student. In the event the LEA determines that the Student's discharge is necessary from the School, the LEA shall provide written notice to the School and convene an IEP review meeting for the purpose of planning the Student's discharge. Discharge will be effective within 30 days of the IEP review meeting unless otherwise agreed to by all parties or required by law or otherwise required by order of Court or Special Education Hearing Officer.
- (3) If: (i) the Student is no longer eligible for educational funding; (ii) the School has not entered into an agreement satisfactory to the School with a financially responsible person or agency regarding funding for the Student at the School after the Student has reached an ineligible age; and (iii) the School has given 30 days' notice to the LEA and the Student's parent(s), legal guardian(s) or person with legal responsibility for the Student at the School, the School will terminate the Student's placement if such an agreement regarding funding has not been entered into.
- (4) Any invoice, or portion thereof, submitted by the School for services provided to the Student remains unpaid for 45 days after the date of rendering of invoice provided that 10 days have elapsed after the School has sent notice to the LEA of non-payment.
- (5) The IEP does not accurately describe the Student, in that the Student requires a level of staff, services or support services beyond that regularly provided in the School's program unless accommodated under an individual price agreement. Then the School will follow the appropriate regulatory

guidelines for reconvening the IEP Team Meeting to assess necessary accommodations.

- (6) The content of the initial referral packet does not accurately describe the Student, in that the Student requires a level of staff, services or support services beyond that regularly provided in the School's program unless accommodated under an individual price agreement; or case history is found to determine a level of service delivery not provided by the school.
- (7) The Student presents a clear and present threat to the health and safety of the Student or others, or some other unplanned circumstance which makes it inappropriate for the Student to remain in the program, in which case the Student will be discharged on an emergency basis.
- (8) The Student's parents/guardians or person with legal responsibility for the Student have failed to comply with the provisions of the agreement referred to in Section 3(a) above.
- (9) The LEA has failed to comply with the provisions of this Agreement.

(b) In the case of an emergency, the Student may be discharged immediately provided that the LEA has been given notice and a reasonable opportunity to convene an emergency IEP Team Meeting. Depending upon the nature of the emergency the School will consider a request from the LEA to delay termination of the Student for up to 14 days so that the LEA can convene the IEP meeting. Further, by mutual agreement between the School and the LEA, emergency termination can be further delayed for not more than an additional 14 days. In no event shall emergency termination be delayed beyond 28 days from the LEA's receipt of emergency discharge notice.

(c) The Student's absence from the School shall not constitute a termination of the Student's enrollment nor reduce any amount which the LEA is obligated to pay hereunder without the School's prior written consent thereto. The LEA shall receive notice of the Student's absence in excess of 14 consecutive days for purposes of convening an IEP Team Meeting.

#### 14. Fiscal Obligations of the LEA

(a) The LEA shall pay the School as provided herein; such payment obligation shall be absolute and not subject to appropriation.

(b) The School shall render bills to the LEA on a regular monthly basis at the expiration of each calendar month for services provided in such month.

(c) The fee to be charged by the School shall be the per diem rate approved, from time to time, by the Melmark Board of Directors. In the event that the School should obtain an adjustment in the fees, the LEA shall pay the adjusted fees when effective and, in the event that

such adjustment is retroactive, the LEA shall pay the School within 45 days after such fees are announced and billed, an amount representing the difference between sums previously paid for the prior period and the sum which would have been paid had the adjusted fees been in effect during such period. The School's fees are charged on an enrollment basis and are not discounted for absences. The School is prepared to implement continuity of operations plans in the event of natural disasters, pandemics, extended closures, power outages, war, acts of God and other casualties and its fees shall continue to be paid throughout.

(d) The LEA shall pay invoices rendered by the School within 45 days after receipt of invoice. In the event that the LEA shall fail to make payment within 45 days after receipt of invoice, the LEA shall pay interest on the amount outstanding from the date of invoice at the Pennsylvania statutory pre- and post-judgment rate of 6% per annum. Nothing contained herein shall be deemed to excuse or restrict the School's ability to terminate the Student's enrollment in the School should any amount remain unpaid as per the terms of Section 5(a)(4) above. Notwithstanding that interest may be payable with respect thereto, the obligation to make payments hereunder is absolute with regard to the fiscal year the invoice is received by the LEA.

(e) Wherever the LEA has entered into any express or implied agreement with any other party to fund any portion of the fee, the LEA shall nonetheless be responsible for funding the full fee and shall promptly pay to the School, upon receipt of the School's bill, any amount related to the fee which is unpaid by such other party or agency, and any cost or expenses incurred by the School in attempting to collect such amounts.

(f) The LEA shall be responsible for any costs or expenses incurred or to be incurred by the School in connection with the enforcement of this Agreement or the collection of amounts which are due to the School hereunder.

## 15. Remedies

(a) If damages are sustained by the School due to any act or omission for which the LEA is responsible, the LEA shall allow and make payment to the School of the amount of such damages sustained by the School.

(b) A party shall not be liable for failure to comply with the terms of this Agreement if such non-compliance is due to circumstances beyond its control. It is understood and agreed that funding, appropriations or the failure of a city or municipality to appropriate sufficient funds shall not be deemed circumstances beyond the control of an LEA for purposes of this Agreement.

(c) Except as is provided in this Agreement, the right to damages hereunder shall not give the LEA the right to withhold or delay payment hereunder.

(d) No remedy by the terms of this Agreement conferred upon or reserved by any party hereto is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute on or after the date of the Agreement including, without limitation, the

right to such equitable relief by way of injunction, mandatory or prohibitory, to prevent the breach or threatened breach of any of the provisions of this Agreement or to enforce the performance hereof.

16. Miscellaneous

(a) This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and the parties irrevocably submit to the jurisdiction of the Court of Common Pleas of Northampton County, Pennsylvania or, if subject matter jurisdiction exists, the United States District Court for the Eastern District of Pennsylvania over any suit, action or proceeding arising out of or relating to this Agreement. Each party irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter may have to venue of any such suit, action or proceeding brought in such a court and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. The parties agree that final judgment in any such suit, action or proceeding brought in such a court may be enforced in any court of proper jurisdiction by a suit upon such judgment provided that service of process in any such suit, action or proceeding shall have been effective upon the party or agent for service of process in one of the manners specified in Section 16(b) hereunder.

(b) All notices, requests, demands and other communications provided for hereunder shall be in writing and delivered or mailed by registered mail to the applicable party at the address indicated in the first paragraph of this Agreement or to such other address of which either party may, by registered mail, notify the other. All such notices, requests, demands and other communications shall, when mailed, be effective three (3) days after deposit in the mail or, if delivered, upon receipt.

(c) This Agreement, including the exhibits referred to herein, is complete; all promises, representations, understandings, warranties and agreements with reference to the subject matter hereof and all inducements to the making of this Agreement relied upon by either party hereto have been expressed herein or in the exhibits.

(d) This Agreement shall not be changed, modified or amended nor shall a waiver of its terms or conditions be deemed effective except by a writing signed by the parties hereto.

(e) This Agreement shall not be assignable by either party but shall nonetheless be binding upon the respective successors and assigns of the parties hereto. Notwithstanding the foregoing, the School may assign its rights to payment as evidence by the School's accounts receivables; the LEA may assign this Agreement, with the prior written consent of the School, in the event that the residence of the parent or guardian changes, it being understood, however, that the School is under no obligation to consent to any such assignment.

(f) In the event that a dispute arises relating to this Agreement, the LEA and the School agree that prior to initiating a court action they will access an alternative dispute resolution process. If a satisfactory resolution of the dispute is not forthcoming from the alternative dispute resolution process within 30 days, or if no such process is agreeable to the parties, the School or LEA may

then immediately initiate legal action to protect their rights under this Agreement.

(g) The invalidity or enforceability of any provision hereof shall in no way effect the validity of enforceability of any other provision.

(h) The School accepts students of any race, color, religious affiliation, national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the school. It does not discriminate on the basis of race, color, religious affiliation, national or ethnic origin in administration of its educational policies, admissions policies, or other school-administered programs.

The individuals executing this Agreement in their representative capacity hereby acknowledge that they have the authority to bind the representative party to the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of:

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MELMARK PENNSYLVANIA DATE

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SAUCON VALLEY SCHOOL DISTRICT DATE

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PARENT/GUARDIAN DATE

## PRICING AMENDMENT

THIS AMENDMENT TO THE TRANSPORTATION AGREEMENT ("AMENDMENT") is effective as of July 1, 2023, by and between EverDriven Technologies, LLC. formerly known as ALC Schools, LLC. ("Contractor"), and Saucon Valley School District (the "District"), with respect to the following facts:

### RECITALS:

- A. The Contractor and the District entered into a Transportation Agreement ("the Agreement"). Words and phrases as used in this Amendment shall have the same meaning as set forth in the Agreement except as otherwise defined herein. While not attached hereto, the provisions of the Agreement are incorporated herein by this reference.
- B. The District and the Contractor now desire to amend the Agreement on the terms and conditions set forth below.

NOW, THEREFORE, the parties agree to the following amendment(s) to the Contract:

- 1. Revised fee schedule shall be incorporated per Attachment 1, Fees for Service.

Except as set forth in this Amendment, the Agreement shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF, the parties have executed this Amendment.**

### DISTRICT

Signed: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

### CONTRACTOR

Signed: \_\_\_\_\_

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

Name: Megan Carey

Title: Chief Development Officer

**Attachment 1  
Fees for Service**

Trip Items	Fees
Trip Fee (includes first 12 miles)	\$87.55
Per Mile Fee (after first 12 miles)	\$2.58
<b>Additional Fees (as needed/requested):</b>	
Wheelchair Fee (per student)	\$35.00
Car Seat/Safety Vest Fee (per student)	\$5.15
Wait Time Fee (per hour, billed in 15 min. increments)	\$61.80
Monitor Fee (per hour, 2-hour minimum)	\$25.75
Ferry/Toll Fee	Market Fare
No Show or Late Cancel	Full Price of Trip