

**Saucon Valley School District**  
**Regular Meeting of the Board of Education**  
**June 23, 2020 – 7 pm**  
**ZOOM Meeting**

\* \* \* \* \*

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

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

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

**Agenda**

6:30 pm – Executive Session for the purpose of personnel, safety and security.

- I. **Call to the Order** – *Dr. Shamim Pakzad, President, presiding*
- II. **Recording of Attendance** – *David Bonenberger, Secretary*
- III. **Motion to Approve Agenda**
- IV. **Announcement of Executive Session** –  
June 15, 2020  
June 23, 2020
- V. **Approval of Minutes** – June 9, 2020
- VI. **Recognition** – None
- VII. **Presentation** –None
- VIII. **Superintendent’s Report** – *Dr. Craig Butler, Superintendent*
- IX. **Courtesy of the Floor to Visitors – Agenda Items Only** – *Visitors should state their name and address.*

- X. Presentation of Bills – David Bonenberger**
- A. General Expenditures – \$230,239.54
  - B. Cafeteria Expenditures – \$450,784.37
  - C. Health Benefits – \$340,727.45
  - 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.

- XI. 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 – \$375.00
  - E. Middle School Activity Report – May 30, 2020
  - F. High School Activity Report – May 30, 2020

**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.

**AGENDA ITEMS**

**A. Education**

**Items/Projects for Discussion**

- A. The Keystone Graduation Requirement Pathways (Act 158 of 2018) remains in effect for the class of 2022 and beyond. With the cancellation of the Keystone Exams this past Spring, PDE will allow for students enrolled in 2019-20 Keystone Courses to opt to take the Exam during the 2020-21 school year. Saucon Valley School District will offer this testing during the Winter and Spring 2020-21 windows provided by the State as a means to continue the option for students to meet their requirements through the Keystone Exams.
- B. Academic and Personnel Meeting Summary from June 16, 2020

**Recommendations for Approval**

**Second Reading of Policy\***

- 1. Approve the second reading of the following policy:

Policy 209.2 – Food Allergy Management

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

**B. Personnel**

**Items/Projects for Discussion**

**Recommendations for Approval**

**Home School Visitor for the 2020-21 School Year**

- 1. Approve Glenn Brown as the district home school visitor at an hourly rate of \$25 per hour for a maximum of 100 hours for the 2020-21 school year.

**District Summer Bus Cleaners for 2020**

- 2. Approve the following to be employed as District Summer Bus Cleaners for 2020 at an hourly rate of \$14 per hour for Bus Cleaners /CDL Drivers, no benefits, not to exceed 40 days of employment. (Subject to budget approval)

Ginger Hill  
Jessica Lehr  
Keri Kane

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

**C. Facilities**

**Items/Projects for Discussion**

- A. Facilities Committee Meeting Summary 6/17/2020

**Recommendations for Approval**

**Athletic Re-Socialization Plan\***

- 1. Approve the attached “Athletic Re-Socialization” Plan, effective until August 9, 2020.

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

**D. Finance****Items/Projects for Discussion****A. Finance Committee Meeting Summary 6/10/2020****Recommendations for Approval****2020-2021 Budget Reductions**

1. Approve the elimination of the following items as the result of economic issues facing the district, effective July 1, 2020:

**A. Layoff the following employees (\$303,147)**

Lynn Cheddar – Supervisor of Federal Programs, Assessment and Professional Development

Nancy Zapotocki – HS Attendance Administrative Assistant

Nancy Bonhorst – Athletic Administrative Assistant

Catherine Garrity – K-8 Attendance Administrative Assistant

Martha Kelemen – Business Office Part Time Administrative Assistant

**B. Reduction from full time to part time status hours will be determined at administrative discretion. (\$75,042)**

Nancy Bean

Debra Panariello

Regina Savant

Christa Laudenslager

Rhonda Amber

Suzanne Becker

Kathi McGill

Jody Kozero

Michelle Brozowski

Janet Frankenfield

Kevin Petrucelli

Mary Seip

**C. Cancellation of Spanish Immersion Program for 2020-21 S.Y. (\$84,929)****D. Reduction in Athletic Program (\$19,503)****E. Cancel purchasing 2 District Vans 2020-21 S.Y. (\$80,590)****F. Elimination of Contracted Paraprofessionals (\$207,900)****G. Cancellation of transfer to Capital Project Funds (\$224,000)****H. 15% Building Level Budget Reduction (\$80,771)**

**Retirement**

2. Approve the retirement of Kimberly Kemmerer, Administrative Assistant to the Superintendent, effective July 1, 2020. Ms. Kemmerer has been with the Saucon Valley School District in this position for 36 years.

**2020-2021 Budget\***

3. Adopt the 2020-2021 budget in the amount of \$47,940,758.00 which will be funded by a 0 millage increase and \$1,862,776 from Fund Balance. The millage rate will be 53.43.

**Senior Citizens Property Tax Rebate Resolution of 2020\***

4. Approve the attached Senior Citizens Property Tax Rebate Resolution of 2020.

**Commitment Language of Fund Balance\***

5. Approve the following categories regarding the Commitment of Fund Balance for the fiscal year ending June 30, 2020. This is required because of the requirements of GASB54. The categories are: GASB 45 Post-Retirement Costs; Reserve for Health Benefits; PSERS Increases; Capital Improvements/Replacement; and Post-Retirement Benefits other than health care.

**2020-21 District Contracts\***

6. Approve the attached 2020-2021 District Contracts with:  
Otis, CSI, Degler Whiting, Ehrlich Pest Control, Mountain Environmental & Radon Services, Suppression System Inc., Integritec, Kistler O'Brien, Tomlinson Bomberger, Joshua Tree, Johnson Control, Trane, Emergency Systems Inc, Spangler Boyer, Chrin Hauling, Tyler(Versatrans), Tu Way, Stem Lawncare

**2020-2021 Lunch Price Increase\***

7. Approve the following 2020-21 food service price increases:

Five cent (\$.05) increase on school tray lunches and breakfast for Elementary, Middle, and High Schools students effective the 2020-21 school year.

*(2019-2020 Elementary School lunch was \$2.85, Middle & High School lunch \$3.00 and \$1.80 for Elementary, Middle and High School breakfast).*

**2020-2021 Homestead and Farmstead Exclusion\***

8. Approve the attached 2020-2021 Homestead and Farmstead Exclusion Resolution based on the school district real estate tax

rate of 53.43 with an exclusion for each approved homestead and farmstead in the amount of \$196.89.

#### **2020-2021 PowerSchool Hosting & Support Contract**

9. Approve the PowerSchool Hosting and Support Contract effective July 1, 2020, pending review and approval from solicitor.

#### **Nearpod Contract**

10. Approve the contract with Nearpod for Instructional Technical Tools, pending review and approval from solicitor.

#### **Newsela Contract**

11. Approve the contract with Newsela for Instructional Technical Tools, pending review and approval from solicitor.

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

**E. Community Outreach – SV Partnership – *Michael Karabin and Shawn Welch***

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

**G. Colonial Intermediate Unit – *Sandra Miller***  
*(Meetings are the fourth Wednesday of every month)*

**H. PSBA – *Sandra Miller***

**I. Hellertown/Lower Saucon Chamber of Commerce – *Michael Karabin***

**J. Saucon Valley Foundation for Educational Innovation – *Tracy Magnotta***

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

**L. New Business**

**M. Old Business**

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

**XIII. Announcements**

**Future Meetings ~**

July 28, 2020 – 7 pm –Business Meeting  
August 11, 2020 – 7 pm –Business Meeting  
August 25, 2020 – 7 pm –Business Meeting

**XIV. Motion to Adjourn Meeting**

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

A Business Meeting of the Board of Directors of the Saucon Valley School District was held on Tuesday, June 9, 2020 via an online meeting. Present were Directors Edward Andres, Susan Baxter, Cedric Dettmar, Bryan Eichfeld, Michael Karabin, Tracy Magnotta, Dr. Shamim Pakzad, Sandra Miller and Shawn Welch. Also present were Dr. Craig B. Butler, Superintendent; David Bonenberger, Board Secretary and Alicia Luke, District Solicitor.

- I. **Call to the Order** – 7:00 PM - *Dr. Shamim Pakzad, President, presiding*
  - II. **Recording of Attendance** – *David Bonenberger, Secretary*  
8-present, 1-absent (Karabin)
  - III. **Motion to Approve Agenda** – Director Welch, seconded by Director Miller moved to approve the agenda as amended with the addition of Kaitlyn Dennington to the list of ESY instructors. Vote: 8-yes, 0-no, 1-absent (Karabin)
  - IV. **Announcement of Executive Sessions** – May 12, 2020 after meeting  
May 19, 2020  
May 26, 2020  
June 9, 2020
- Director Karabin arrived 7:04 pm
- V. **Approval of Minutes** – Director Dettmar, seconded by Director Welch moved to approve the minutes of May 12, 2020. Vote: 9-yes, 0-no
  - VI. **Recognition** – None
  - VII. **Presentation** – None
  - VIII. **Superintendent’s Report** – *Dr. Craig Butler, Superintendent*
  - IX. **Courtesy of the Floor to Visitors – Agenda Items Only** – None
  - X. **Presentation of Bills** – *David Bonenberger*
    - A. General Expenditures – \$181,787.15; \$229,916.33
    - B. Cafeteria Expenditures – \$15,698.37; \$7,571.81
    - C. Health Benefits –\$352,520.46
    - D. Capital Projects – None
      1. Approve the above presentation of bills.

Director Dettmar, seconded by Director Eichfeld moved to approve the Presentation of the Bills. Vote: 9-yes, 0-no
  - XI. **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 – \$29,632.00; \$479.300

- E. Middle School Activity Report – April 30, 2020
- F. High School Activity Report – April 30, 2020

1. Approve the above Treasurer's Report.

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

## A. Education

### A. Academic and Personnel Meeting Summary from May 19, 2020

1. Approve the first review of the following textbook/license: (in 2019-20 budget)

Course Title – *Honors Calculus*

Textbook Title – *Calculus: An Applied Approach, 10th Student Edition + WebAssign (6 year access), Larson 10th Edition*

Cost Per Textbook – \$199.00 (bundle includes one hardcover textbook and six years ebook licenses)

Number of Textbooks – 30 bundles

Total Cost for Textbooks – \$6,567.00 (\$5,970.00 +\$597(10%S&H))

Director Miller, seconded as Director Karabin moved to approve Education Item #1. Vote: 9-yes, 0-no

2. Approve settlement agreement for student # 7781160274.

Director Eichfeld, seconded as Director Miller moved to approve Education Item #2. Vote: 9-yes, 0-no

## B. Personnel

1. Approve FMLA for Cynthia Motter, effective May 13, 2020 until August 5, 2020. She will be using her accrued sick and vacation leave during this period.
2. Approve John Mitchell as substitute custodian at an hourly rate of \$10.39, on a "call as needed", no benefits, effective the beginning of the 2020-2021 school year.
3. Approve the following maternity leave request:  
Kelly Wehr, elementary guidance counselor, beginning approximately August 19, 2020. She plans on using 25 sick days prior to 12 weeks of unpaid FMLA leave. Mrs. Wehr will return to her teaching duties on approximately December 23, 2020.



**D. Finance**

**2020-2021 Budget Timeline for the 2019-2020 School Year**

**June 10, 2020** (20 days prior to final budget adoption deadline) – *District Deadline* to make the 2020-2021 Proposed Final Budget available for public inspection on PDE-2028.

**June 20, 2020** (10 days prior to final budget adoption deadline) – *District Deadline* to offer public notice of its intent to adopt the 2020-2021 final budget.

**A. Finance Committee Meeting Summary from May 13, 2020**

1. Approve the alternate method of billing for the Northampton Community College for the fiscal year July 1, 2020 to June 30, 2021.
2. Approve a blanket amount not to exceed \$121,000 for the purchase of cleaning and sanitary supplies for the 2020-21 school year.
3. Approve the replacement of floor tiles in High School Rooms 109 & 119 at a cost of \$25,100.00 coming from the 2020-2021 maintenance expense account, subject to solicitor review of contract.

Director Miller, seconded by Director Dettmar moved to approve Finance Items #1-3.  
Vote: 9-yes, 0-no

**E. Community Outreach – SV Partnership – *Michael Karabin and Shawn Welch***

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

**G. Colonial Intermediate Unit – *Sandra Miller***

**H. PSBA – *Sandra Miller***

**I. Hellertown/Lower Saucon Chamber of Commerce – *Michael Karabin***

**J. Saucon Valley Foundation for Educational Innovation – *Tracy Magnotta***

**K. Northampton Community College – *Susan Baxter***

**L. New Business**

**M. Old Business**

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

J.Colbert – Asked for clarification on Personnel Item #6.

R.Kachmar – Commented that the floor tile in Room 107 should also be replaced.

A.Kreutzer – Concerned with the proposed schedule that was presented at the Academic & Personnel meeting if the District goes fully virtual.

D.Lloyd – Commented on the masterful piece of doom & gloom of the District’s fiscal situation. They went directly to pay freeze and not consider using the rainy day funds.

A. Kichline – Thanked the teachers and is disappointed that they are talking about not giving the teachers a raise.

C.Skuba – Thanked the teachers and is impressed how effective the teachers were.

T.Scherer – Commented that she liked the graduation and that teachers went above and beyond

S.Wittenberg – Commented that Director Karabin’s grandson watched graduation for 30 minutes and lost interest. So we need to reconsider all day online learning.

**XIII. Announcements**

**Future Meetings ~**

June 23, 2020 – 7 pm –Business Meeting – Audion

July 28, 2020 – 7 pm –Business Meeting – Audion

**XIV. Motion to Adjourn Meeting**

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

Vote: 9-yes, 0-no

8:38 pm

ATTEST: \_\_\_\_\_

Secretary

\_\_\_\_\_

President

# Fund Accounting Check Summary

PLGIT GENERAL - From 06/12/2020 To 06/16/2020

facksmc

Check #	Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
00055019	ACADIENCE LEARNING	EDUC SOFT & LIC.....		667.00
00055020	AERC RECYCLING SOLUTIONS	REPAIRS & MAINT SVCS.....		590.52
00055021	AGORA CYBER CHARTER SCHOOL	TUITION TO PA CHARTER.....		3,829.67
00055022	AMAZON.COM CORPORATE CREDIT	GENERAL SUPPLIES.....		92.99
00055023	AMAZON	GENERAL SUPPLIES.....		860.25
00055024	AMBER LEA ZIEMBA SAMS	MEALS / REFRESHMENTS.....		60.45
00055025	AMY BRAXMEIER	GENERAL SUPPLIES.....		67.06
00055026	BEHAVIORIAL HEALTH ASSOCIATES	PROF ED SRV OTHR ED AG.....		6,090.00
00055027	BSN SPORTS, LLC	GENERAL SUPPLIES.....		684.17
00055028	US GAMES, INC	GENERAL SUPPLIES.....		359.70
00055029	BUXMONT ACADEMY	TUITION TO NON-PUBLIC.....		2,965.33
00055030	CCIU- CHESTER COUNTY IU #24	PRO- ED SVCS - IUS.....		3,960.50
00055031	CHRIN HAULING, INC	DISPOSAL SERVICES.....		1,265.60
00055032	CHRISTOPHER NAGY	.....		57.75
00055033	COMMONWEALTH CHARTER ACADEMY	TUITION TO PA CHARTER.....		13,944.03
00055034	COMMUNICATION SYSTEMS, INC.	REPAIRS & MAINT SVCS.....		2,865.00
00055035	Custom Ink	GENERAL SUPPLIES.....		1,278.20
00055036	DANIEL C. KIRIPOSKI, INC.	RENTAL OF EQUIPMENT.....		377.00
00055037	GRAINGER	GENERAL SUPPLIES.....		314.00
00055038	HARAKAL, CONSTANCE	DUES & FEES.....		100.00
00055039	HYDRA-NUMATIC SALES CO.	REPAIRS & MAINT SVCS.....		223.00
00055040	INSIGHT PA CYBER CHARTER SCHOOL	TUITION TO PA CHARTER.....		1,256.94
00055041	JOHNSON CONTROLS	REPAIRS & MAINT SVCS.....		485.00
00055042	KEYSTONE COLLECTIONS GROUP	OFFICE ADMIN/SERV.....	COMMUNICATIONS.....	265.00
00055043	LEHIGH UNIVERSITY	TUITION REIMBURSEMENT.....		10,836.00
00055044	LOWE AND MOYER GARAGE, INC.	GENERAL SUPPLIES.....		1,752.50
00055045	NEIGHBOR'S HOME & GARDEN	GENERAL SUPPLIES.....		144.00
00055046	PENNSYLVANIA DISTANCE LEARNING CHARTER SCHOOL	TUITION TO PA CHARTER.....		2,572.74
00055047	PENNSYLVANIA LEADERSHIP CHARTER SCHOOL	TUITION TO PA CHARTER.....		7,541.62
00055048	PRINTFORCE, INC.	PRINTING & BINDING.....		862.50
00055049	PRO-VISION VIDEO SYSTEMS, LLC	GENERAL SUPPLIES.....	REPAIRS & MAINT SVCS.....	12,866.95
00055050	REACH CYBER CHARTER SCHOOL	TUITION TO PA CHARTER.....		6,284.68
00055051	Roberts Oxygen Co., Inc	GENERAL SUPPLIES.....		103.33
00055052	SCHOLASTIC BOOK FAIRS - 14	.....		8,280.96

\* Denotes Non-Negotiable Transaction

# - Payables within Check

P - Prenote

d - Direct Deposit

c - Credit Card Payment

# Fund Accounting Check Summary

PLGIT GENERAL - From 06/12/2020 To 06/16/2020

facksmc

Check #	Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
00055053	SHOP SPECIALTIES	REPAIRS & MAINT SVCS.....		160.00
00055054	ST. LUKE'S HOSPITAL	OTHER PROFESSIONAL SVC.....		154.00
00055055	STACY WERKHEISER	GENERAL SUPPLIES.....		17.06
00055056	STOTZ & FATZINGER OFF.SUPPLY	GENERAL SUPPLIES.....		846.77
00055057	Simpson Plumbing-Heating-A/C Inc.	REPAIRS & MAINT SVCS.....		4,957.00
00055058	TELEMEDICINE MANAGEMENT, INC.	GROUP INSURANCE.....		1,515.00
00055059	THE CAMPHILL SCHOOL, INC.	TUITION TO NON-PUBLIC.....		16,067.45
00055060	UHS OF PENNSYLVANIA, INC.	PROF ED SRV OTHR ED AG.....		405.00
00055061	TOMLINSON BOMBERGER	LAWN CARE SERVICES.....		5,201.19
00055062	ULINE	GENERAL SUPPLIES.....		200.10
00055063	goBILDA	GENERAL SUPPLIES.....		254.03
00055064	AFLAC	AFLAC W/H.....		165.30
00055065	ALEXIA HARSTINE	TUITION REIMBURSEMENT.....		1,740.00
00055066	AMAZON	GENERAL SUPPLIES.....		319.63
00055067	Achievement House Cyber Charter School	TUITION TO PA CHARTER.....		1,256.94
00055068	BAVTS	TUITION TO AREA VO-TECH.....		61,446.00
00055069	CAMPBELL JENNIFER	TUITION REIMBURSEMENT.....		3,580.74
00055070	CDW-G COMPUTER CENTERS INC.	GENERAL SUPPLIES.....		124.44
00055071	CONSTELLATION ENERGY GAS SERVICES, LLC	NATURAL GAS.....		3,798.93
00055072	DAVID YOUNG	TUITION REIMBURSEMENT.....		3,753.60
00055073	EASTON ARTS ACADEMY ELEMENTARY CHARTER SCHOOL	TUITION TO PA CHARTER.....		2,513.87
00055074	GRAINGER	GENERAL SUPPLIES.....		183.75
00055075	HANSSSEN, MIKE	EDUC SOFT & LIC.....		214.99
00055076	JOHNSON CONTROLS	REPAIRS & MAINT SVCS.....		1,669.17
00055077	JOSEPH FEKULA, III	MISC EXPENDITURES.....		500.00
00055078	KEYSTONE COLLECTIONS GROUP	BERKHEIMER GARN W/H.....		45.03
00055079	LARRY & ANTHONY FERRARO	PRINTING & BINDING.....		594.01
00055080	PPL ELECTRIC UTILITIES	ELECTRICITY.....		21,445.98
00055081	PRINTFORCE, INC.	GENERAL SUPPLIES.....		765.00
00055082	SERVICE ELECTRIC CO.	COMMUNICATIONS.....		1,040.12
00055083	SHOP SPECIALTIES	REPAIRS & MAINT SVCS.....		1,400.00

10-GENERAL FUND

230,239.54

\* Denotes Non-Negotiable Transaction

# - Payables within Check

P - Prenote

d - Direct Deposit

c - Credit Card Payment

# Fund Accounting Check Summary

PLGIT GENERAL - From 06/12/2020 To 06/16/2020

facksmc

Check #	Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
		Grand Total Manual Checks :		0.00
		Grand Total Regular Checks :		230,239.54
		Grand Total Direct Deposits:		0.00
		Grand Total Credit Card Payments:		0.00
		Grand Total All Checks :		230,239.54

# Fund Accounting Check Summary

CAFE - PLGIT - From 06/03/2020 To 06/16/2020

facksmc

Check #	Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
00003091	COMMONWEALTH OF PENNSYLVANIA	MISC EXPENDITURES.....		27.53
00003092	PETTY CASH	MISC EXPENDITURES.....		23.06
00003093	POCONO MOUNTAIN DAIRIES	MILK.....		725.78
00003094	Xiudan Song	.....	- CHECK VOIDED-----	8.00
00003095	GENERAL FUND	.....		450,000.00
00003096	Xiudan Song	.....	- CHECK REISSUED-----	8.00
		50-CAFETERIA		450,792.37
		Grand Total Manual Checks :		0.00
		Grand Total Regular Checks :		450,792.37
		Grand Total Direct Deposits:		.00
		Grand Total Credit Card Payments:		0.00
		Grand Total All Checks :		450,792.37
				-8.00
			GRAND TOTAL	\$ 450,784.37

# Fund Accounting Check Summary

PLGIT HEALTH BENEFIT - From 05/23/2020 To 06/19/2020

facksmc

Check #	Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
00000338	CM REGENT, LLC - SUN LIFE	GROUP INSURANCE.....		3,397.70
00000339	CM REGENT, LLC - SUN LIFE	GROUP INSURANCE.....		5,963.56
*W3086256	DELTA DENTAL	ADMIN FEES.....		1,417.08
*W3088985	CAPITAL BLUE CROSS	WEEKLY CLAIMS.....		43,986.25
*W3091622	SYNCHRONY RX	ADMIN/BROKER FEES.....		1,707.50
*W3091624	DELTA DENTAL	WEEKLY CLAIMS.....		67.00
*W3091626	SYNCHRONY RX	RX CLAIMS 5/15 - 5/31.....		41,966.64
*W3093573	CAPITAL BLUE CROSS	WEEKLY CLAIMS.....		82,301.37
*W3095637	DELTA DENTAL	WEEKLY CLAIMS.....		688.00
*W3097912	CAPITAL BLUE CROSS	WEEKLY CLAIMS.....		32,869.20
*W3099687	DELTA DENTAL	WEEKLY CLAIMS.....		271.00
*W3099693	VISION BENEFITS OF AMERICA	MAY CLAIMS.....		1,108.51
*W3100551	EVOLVE INSURANCE ADVISORS, LLC.	JULY PREMIUM.....		1,788.00
*W3101446	CAPITAL BLUE CROSS	WEEKLY CLAIMS.....		51,008.13
*W3101449	SYNCHRONY RX	RX CLAIMS 6/1-6/15.....		28,493.26
*W3101458	RESOLUTE UNDERWRITING STRATEGIES	MONTHLY COMPOSITE & ANNUAL AGGREGA		43,694.25

10-GENERAL FUND 340,727.45

Grand Total Manual Checks :	331,366.19
Grand Total Regular Checks :	9,361.26
Grand Total Direct Deposits:	0.00
Grand Total Credit Card Payments:	0.00
Grand Total All Checks :	340,727.45

# - Payables within Check      \* Denotes Non-Negotiable Transaction  
P - Prenote      d - Direct Deposit      c - Credit Card Payment

Cash, Investment and Bond Activity May 31, 2020

CASH ACCOUNTS

	Balance 5/1/20	Earnings/Deposits	Disbursements	Balance 5/31/20
PLGIT PLUS	\$ 22,978.71	\$ -	\$ -	\$ 22,978.71
PLGIT/CLASS	\$ 12,857,169.09	\$ -	\$ 2,000,000.00	\$ 10,857,169.09
PLGIT General	\$ 1,910,362.09	\$ 2,890,801.41	\$ 2,522,620.01	\$ 2,278,543.49
PLGIT Salary	\$ 6,786.26	\$ 1,092,441.69	\$ 1,092,291.69	\$ 6,936.26
PLGIT Health Benefits	\$ 56,340.64	\$ 357,422.51	\$ 395,932.99	\$ 17,830.16
PLGIT Cafeteria	\$ 296,086.32	\$ 12,552.25	\$ 25,427.33	\$ 283,211.24
Lafayette General	\$ 1,183,120.01	\$ 102,441.99	\$ 1,779.76	\$ 1,283,782.24
Lafayette Tax Collection	\$ -	\$ -	\$ -	\$ -
Lafayette Prepaid Tax	\$ -	\$ -	\$ -	\$ -
Lafayette Flexible Spending	\$ 21,302.44	\$ 6,204.64	\$ 4,422.18	\$ 23,084.90
Lafayette Cafeteria	\$ 211,648.66	\$ 159.68	\$ -	\$ 211,808.34
<b>Total Cash Accounts</b>	<b>\$ 16,555,794.22</b>	<b>\$ 4,462,024.17</b>	<b>\$ 6,042,473.96</b>	<b>\$ 14,985,344.43</b>

\*Earnings/Deposits includes transfers of \$3,292,838.89 between accounts

\*\*Disbursements includes transfers of \$3,292,838.89 between accounts

INVESTMENT ACCOUNTS

	Balance 5/1/20	Earnings/Deposits	Disbursements	Balance 5/31/20
Cafeteria Certificate of Deposit (Closed Feb 06)	\$ -	\$ -	\$ -	\$ -
PSDLAF	\$ 8,216,984.67	\$ 569.63	\$ -	\$ 8,217,554.30
PLGIT / PLUS (61)	\$ 812.61	\$ -	\$ -	\$ 812.61
<b>Total Investment Accounts</b>	<b>\$ 8,217,797.28</b>	<b>\$ 569.63</b>	<b>\$ -</b>	<b>\$ 8,218,366.91</b>

	Balance 5/1/20	Earnings/Deposits	Disbursements	Balance 5/31/20
1998 Construction Fund (195-04)	\$ -	\$ -	\$ -	\$ -
G.O. Bonds, Series of 2017 (195-14)	\$ 80,002.04	\$ 30.38	\$ -	\$ 80,032.42
2003 Emmaus Bond, Const Fund (195-08)	\$ -	\$ -	\$ -	\$ -
Land Purchase GOB Series 2005 (195-10)	\$ -	\$ -	\$ -	\$ -
GESP Phase II GOB Series 2013A (195-12)	\$ -	\$ -	\$ -	\$ -
<b>Total Bond Issue</b>	<b>\$ 80,002.04</b>	<b>\$ 30.38</b>	<b>\$ -</b>	<b>\$ 80,032.42</b>

CAPITAL RESERVE FUND

	Balance 5/1/2020	Earnings/Deposits	Disbursements	Balance 5/31/20
Capital Reserve Fund	\$ -	\$ -	\$ -	\$ -

(UNADJUSTED)  
**Condensed Board Summary Report**

Fund: 10 GENERAL FUND

From 07/01/2019 To 05/31/2020

fabrdcon

Account	Description	Current Budget	Period To Date Exp/Rcvd	Year To Date Exp/Rcvd	YTD % Used	Unliquidated Encumbrances	Balance
000's							
1110	REG PROG ELEM/SECONDARY	19,708,755.90	14,869,033.32	14,869,033.32	75.61	33,422.78	4,806,299.80
1100	<b>*TOTALS*</b>	<b>19,708,755.90</b>	<b>14,869,033.32</b>	<b>14,869,033.32</b>	<b>75.61</b>	<b>33,422.78</b>	<b>4,806,299.80</b>
1225	SPEECH	363,073.00	271,722.03	271,722.03	74.83	-5.00	91,355.97
1231	EMOTIONAL SUPPORT	391,463.00	295,546.87	295,546.87	75.49	0.00	95,916.13
1241	LEARNING SUPPORT	5,993,181.00	4,563,835.44	4,563,835.44	76.15	362.78	1,428,982.78
1243	GIFTED SUPPORT	301,148.00	223,324.72	223,324.72	74.15	0.00	77,823.28
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	0.00	124,000.00
1200	<b>*TOTALS*</b>	<b>7,172,865.00</b>	<b>5,354,429.06</b>	<b>5,354,429.06</b>	<b>74.65</b>	<b>357.78</b>	<b>1,818,078.16</b>
1390	VOCATIONAL EDUCATION	707,680.00	641,795.55	641,795.55	90.69	0.00	65,884.45
1300	<b>*TOTALS*</b>	<b>707,680.00</b>	<b>641,795.55</b>	<b>641,795.55</b>	<b>90.69</b>	<b>0.00</b>	<b>65,884.45</b>
1410	DRIVERS' EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00
1420	SUMMER SCHOOL	22,710.00	8,062.20	8,062.20	35.50	0.00	14,647.80
1430	HOMEBOUND INSTRUCTION	13,484.00	11,863.22	11,863.22	87.98	0.00	1,620.78
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
1480	TITLE I	0.00	0.00	0.00	0.00	0.00	0.00
1490	ACCOUNTABILITY	0.00	0.00	0.00	0.00	0.00	0.00
1400	<b>*TOTALS*</b>	<b>36,194.00</b>	<b>19,925.42</b>	<b>19,925.42</b>	<b>55.05</b>	<b>0.00</b>	<b>16,268.58</b>
1500	NONPUBLIC SCHOOL PGMS	0.00	13,457.00	13,457.00	0.00	0.00	-13,457.00
1500	<b>*TOTALS*</b>	<b>0.00</b>	<b>13,457.00</b>	<b>13,457.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-13,457.00</b>
1693	COMMUNITY COLLEGE SPSHP	288,622.00	219,398.03	219,398.03	76.01	0.00	69,223.97
1600	<b>*TOTALS*</b>	<b>288,622.00</b>	<b>219,398.03</b>	<b>219,398.03</b>	<b>76.01</b>	<b>0.00</b>	<b>69,223.97</b>
<b>Major Function - 1000's</b>		<b>27,914,116.90</b>	<b>21,118,038.38</b>	<b>21,118,038.38</b>	<b>75.77</b>	<b>33,780.56</b>	<b>6,762,297.96</b>
000's							
2120	GUIDANCE SERVICES	1,125,628.83	865,553.04	865,553.04	76.94	575.92	259,499.87
2130	ATTENDANCE SERVICES	128,770.00	116,355.48	116,355.48	90.80	579.52	11,835.00
2140	PSYCHOLOGICAL SERVICES	334,511.00	224,687.96	224,687.96	67.23	222.15	109,600.89
2150	SPEECH PATH/AUDIOLOGY	0.00	0.00	0.00	0.00	0.00	0.00
2100	<b>*TOTALS*</b>	<b>1,588,909.83</b>	<b>1,206,596.48</b>	<b>1,206,596.48</b>	<b>76.02</b>	<b>1,377.59</b>	<b>380,935.76</b>
2200	SUPPORT SERVICES-INSTRU	0.00	0.00	0.00	0.00	0.00	0.00
2220	TECH SUPPORT SERVICES	1,326,249.20	1,230,234.02	1,230,234.02	103.75	145,802.69	-49,787.51
2230	EDU TELEVISION SERVICES	4,500.00	0.00	0.00	0.00	0.00	4,500.00
2250	SCHOOL LIBRARY SERVICES	589,982.00	471,448.87	471,448.87	80.74	4,903.34	113,629.79

(UNADJUSTED)  
**Condensed Board Summary Report**

Fund: 10 GENERAL FUND

From 07/01/2019 To 05/31/2020

fabrdcon

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2260	INSTRUCTION & CURR DEV	726,946.00	508,354.27	508,354.27	69.93	0.00	218,591.73
2271	INSTRUC STAFF DEVEL SVC	338,323.78	249,412.63	249,412.63	75.05	4,500.00	84,411.15
2272	NON CERTIFIED PROF DEV	0.00	0.00	0.00	0.00	0.00	0.00
2280	NONPUBLIC SUPPORT SVC	0.00	1,435.13	1,435.13	0.00	0.00	-1,435.13
2290	OTHER INSTRUC STAFF SVC	264,500.00	211,926.87	211,926.87	80.12	0.00	52,573.13
2200	<b>*TOTALS*</b>	<b>3,250,500.98</b>	<b>2,672,811.79</b>	<b>2,672,811.79</b>	<b>87.00</b>	<b>155,206.03</b>	<b>422,483.16</b>
2310	BOARD SERVICES	57,016.00	107,383.93	107,383.93	188.34	0.00	-50,367.93
2320	BOARD TREASURER SERVICE	300.00	250.00	250.00	83.33	0.00	50.00
2330	TAX ASSESS & COLLECTION	201,800.00	147,149.27	147,149.27	72.91	0.00	54,650.73
2340	STAFF RELATIONS/NEGO	0.00	0.00	0.00	0.00	0.00	0.00
2350	LEGAL SERVICES	150,000.00	156,922.14	156,922.14	104.61	0.00	-6,922.14
2360	OFFICE SUPERINTENDENT	664,484.00	595,611.46	595,611.46	89.86	1,510.77	67,361.77
2380	OFFICE OF PRINCIPAL SVC	1,537,308.29	1,352,318.60	1,352,318.60	88.56	9,201.26	175,788.43
2300	<b>*TOTALS*</b>	<b>2,610,908.29</b>	<b>2,359,635.40</b>	<b>2,359,635.40</b>	<b>90.78</b>	<b>10,712.03</b>	<b>240,560.86</b>
2420	MEDICAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
2430	DENTAL SERVICES	600.00	528.00	528.00	88.00	0.00	72.00
2440	NURSING SERVICES	435,109.00	348,603.31	348,603.31	80.15	179.15	86,326.54
2400	<b>*TOTALS*</b>	<b>435,709.00</b>	<b>349,131.31</b>	<b>349,131.31</b>	<b>80.17</b>	<b>179.15</b>	<b>86,398.54</b>
2511	SUPP SERVICES-BUSINESS	857,807.00	785,187.98	785,187.98	91.66	1,088.97	71,530.05
2500	<b>*TOTALS*</b>	<b>857,807.00</b>	<b>785,187.98</b>	<b>785,187.98</b>	<b>91.66</b>	<b>1,088.97</b>	<b>71,530.05</b>
2690	OPER OF BLDG SERVICES	4,485,458.00	3,914,505.14	3,914,505.14	88.41	51,343.87	519,608.99
2600	<b>*TOTALS*</b>	<b>4,485,458.00</b>	<b>3,914,505.14</b>	<b>3,914,505.14</b>	<b>88.41</b>	<b>51,343.87</b>	<b>519,608.99</b>
2790	STUDENT TRANSP SERVICES	2,815,178.00	2,393,881.32	2,393,881.32	85.76	20,484.02	400,812.66
2700	<b>*TOTALS*</b>	<b>2,815,178.00</b>	<b>2,393,881.32</b>	<b>2,393,881.32</b>	<b>85.76</b>	<b>20,484.02</b>	<b>400,812.66</b>
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	0.00	75.00	75.00	0.00	0.00	-75.00
2836	STAFF DEVELOPMENT SVCS	0.00	4,307.00	4,307.00	0.00	0.00	-4,307.00
2800	<b>*TOTALS*</b>	<b>0.00</b>	<b>4,382.00</b>	<b>4,382.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-4,382.00</b>
2910	OTHER SUPPORT SERVICES	22,880.00	22,900.90	22,900.90	100.09	0.00	-20.90
2900	<b>*TOTALS*</b>	<b>22,880.00</b>	<b>22,900.90</b>	<b>22,900.90</b>	<b>100.09</b>	<b>0.00</b>	<b>-20.90</b>
<b>Major Function - 2000's</b>		<b>16,067,351.10</b>	<b>13,709,032.32</b>	<b>13,709,032.32</b>	<b>86.81</b>	<b>240,391.66</b>	<b>2,117,927.12</b>
<b>3000's</b>							
3000	OP OF NONINSTRUCT SVC	0.00	0.00	0.00	0.00	0.00	0.00

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3000	*TOTALS*	0.00	0.00	0.00	0.00	0.00	0.00
3100	FOOD SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
3100	*TOTALS*	0.00	0.00	0.00	0.00	0.00	0.00
3200	STUDENT ACTIVITIES	219,393.00	138,426.65	138,426.65	64.18	2,380.55	78,585.80
3250	SCHOOL ATHLETICS	1,063,187.00	762,259.40	762,259.40	74.73	32,288.71	268,638.89
3200	*TOTALS*	1,282,580.00	900,686.05	900,686.05	72.92	34,669.26	347,224.69
3300	COMMUNITY SERVICES	13,281.00	8,453.30	8,453.30	63.64	0.00	4,827.70
3300	*TOTALS*	13,281.00	8,453.30	8,453.30	63.64	0.00	4,827.70
Major Function - 3000's		1,295,861.00	909,139.35	909,139.35	72.83	34,669.26	352,052.39
4000's							
5100	OTHER EXPEND & FINANCE	0.00	0.00	0.00	0.00	0.00	0.00
5110	DEBT SERVICE	1,804,980.00	1,738,676.45	1,738,676.45	96.32	0.00	66,303.55
5130	REFUND PRIOR YR REV	0.00	1,382.94	1,382.94	0.00	0.00	-1,382.94
5100	*TOTALS*	1,804,980.00	1,740,059.39	1,740,059.39	96.40	0.00	64,920.61
5230	CAPITAL PROJ TRANSFERS	224,000.00	0.00	0.00	0.00	0.00	224,000.00
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
5200	*TOTALS*	224,000.00	0.00	0.00	0.00	0.00	224,000.00
5800	SUSPENSE ACCOUNT	0.00	0.00	0.00	0.00	0.00	0.00
5800	*TOTALS*	0.00	0.00	0.00	0.00	0.00	0.00
5900	BUDGETARY RESERVE	93,518.00	0.00	0.00	0.00	0.00	93,518.00
5900	*TOTALS*	93,518.00	0.00	0.00	0.00	0.00	93,518.00
Major Function - 5000's		2,122,498.00	1,740,059.39	1,740,059.39	81.98	0.00	382,438.61
EXPENDITURE Totals		47,399,827.00	37,476,269.44	37,476,269.44 ✓	79.71	308,841.48	9,614,716.08

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1000's							
6001	FUND BALANCE	0.00	0.00	0.00	0.00	0.00	0.00
6000	<b>*TOTALS*</b>	0.00	0.00	0.00	0.00	0.00	0.00
6111	REAL ESTATE TAXES	-30,098,109.00	-30,137,007.32	-30,137,007.32	100.12	0.00	38,898.32
6112	INTERIM REAL EXTATE TAX	-250,000.00	-106,424.28	-106,424.28	42.56	0.00	-143,575.72
6113	PUBLIC UTILITY REALTY	-45,000.00	-31,676.53	-31,676.53	70.39	0.00	-13,323.47
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	-24,000.00	-23,359.01	-23,359.01	97.32	0.00	-640.99
6151	EARNED INCOME TAX	-3,500,000.00	-2,955,281.78	-2,955,281.78	84.43	0.00	-544,718.22
6153	REALTY TRANSFER TAX	-400,000.00	-530,875.87	-530,875.87	132.71	0.00	130,875.87
6100	<b>*TOTALS*</b>	-34,317,109.00	-33,784,624.79	-33,784,624.79	98.44	0.00	-532,484.21
6411	DELINQUENT RE TAX	-1,500,000.00	-884,490.97	-884,490.97	58.96	0.00	-615,509.03
6420	DELINQUENT PC SECT 679	0.00	-6,325.02	-6,325.02	0.00	0.00	6,325.02
6441	DELINQUENT PC 511	0.00	-6,238.30	-6,238.30	0.00	0.00	6,238.30
6400	<b>*TOTALS*</b>	-1,500,000.00	-897,054.29	-897,054.29	59.80	0.00	-602,945.71
6510	INTEREST ON INVESTMENTS	-450,895.00	-334,226.56	-334,226.56	74.12	0.00	-116,668.44
6530	GAIN/LOSS ON INVESTMTS	0.00	0.00	0.00	0.00	0.00	0.00
6500	<b>*TOTALS*</b>	-450,895.00	-334,226.56	-334,226.56	74.12	0.00	-116,668.44
6710	ADMISSIONS	-50,000.00	-57,564.46	-57,564.46	115.12	0.00	7,564.46
6740	FEES	-3,500.00	0.00	0.00	0.00	0.00	-3,500.00
6750	STUDENT EVT- SPEC EVENT	0.00	0.00	0.00	0.00	0.00	0.00
6790	OTHR STUDENT ACT INCOME	-3,000.00	-180.00	-180.00	6.00	0.00	-2,820.00
6700	<b>*TOTALS*</b>	-56,500.00	-57,744.46	-57,744.46	102.20	0.00	1,244.46
6821	STATE REV REC OTHER PA	0.00	-24,350.92	-24,350.92	0.00	0.00	24,350.92
6831	FUNDS OTHER PA SCH DST	0.00	0.00	0.00	0.00	0.00	0.00
6832	FEDERAL IDEA REVENUE	-289,099.00	0.00	0.00	0.00	0.00	-289,099.00
6839	FEDERAL REVENUE - OTHER	0.00	0.00	0.00	0.00	0.00	0.00
6800	<b>*TOTALS*</b>	-289,099.00	-24,350.92	-24,350.92	8.42	0.00	-264,748.08
6910	USE OF FACILITIES	-3,500.00	-4,479.04	-4,479.04	127.97	0.00	979.04
6920	CONTRIBUTION & DONATION	0.00	-6,860.33	-6,860.33	0.00	0.00	6,860.33
6941	REGULAR SCH TUITION	0.00	0.00	0.00	0.00	0.00	0.00
6942	SUMMER SCHOOL TUITION	-9,000.00	-50.00	-50.00	0.55	0.00	-8,950.00
6944	Tuition other LEA's	-27,000.00	0.00	0.00	0.00	0.00	-27,000.00
6980	COMMUNITY ACTIVITY REV	-7,900.00	-6,549.00	-6,549.00	82.89	0.00	-1,351.00
6990	MISCELLANEOUS REVENUE	0.00	-41,465.88	-41,465.88	0.00	0.00	41,465.88

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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	-29,999.00	-23,604.31	-23,604.31	78.68	0.00	-6,394.69
6900	<b>*TOTALS*</b>	<b>-77,399.00</b>	<b>-83,008.56</b>	<b>-83,008.56</b>	<b>107.24</b>	<b>0.00</b>	<b>5,609.56</b>
<b>Major Function - 6000's</b>		<b>-36,691,002.00</b>	<b>-35,181,009.58</b>	<b>-35,181,009.58</b>	<b>95.88</b>	<b>0.00</b>	<b>-1,509,992.42</b>
<b>'000's</b>							
7110	BASIC EDUCATION	-3,392,934.00	-922,906.00	-922,906.00	27.20	0.00	-2,470,028.00
7111	BASIC EDUCATION SUBSIDY	0.00	-1,384,359.00	-1,384,359.00	0.00	0.00	1,384,359.00
7112	SOCIAL SECURITY SUBSIDY	0.00	-509,922.69	-509,922.69	0.00	0.00	509,922.69
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
7100	<b>*TOTALS*</b>	<b>-3,392,934.00</b>	<b>-2,817,187.69</b>	<b>-2,817,187.69</b>	<b>83.03</b>	<b>0.00</b>	<b>-575,746.31</b>
7210	HOMEBOUND INSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
7220	VOCATIONAL EDUCATION	0.00	-2,058.82	-2,058.82	0.00	0.00	2,058.82
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	-1,041,143.00	-772,614.00	-772,614.00	74.20	0.00	-268,529.00
7299	DIRECT PMT - PRRS & APS	0.00	0.00	0.00	0.00	0.00	0.00
7200	<b>*TOTALS*</b>	<b>-1,041,143.00</b>	<b>-774,672.82</b>	<b>-774,672.82</b>	<b>74.40</b>	<b>0.00</b>	<b>-266,470.18</b>
7310	TRANSPORTATION	0.00	0.00	0.00	0.00	0.00	0.00
7311	SD TRANSPORTATION	-250,000.00	-204,407.54	-204,407.54	81.76	0.00	-45,592.46
7312	NP TRANSPORTATION	-135,000.00	-57,750.00	-57,750.00	42.77	0.00	-77,250.00
7320	RENT & SINK FUND PYMT	0.00	0.00	0.00	0.00	0.00	0.00
7330	MEDICAL/DENTAL SVCS	-42,000.00	-40,131.67	-40,131.67	95.55	0.00	-1,868.33
7340	SUPPLEMENTAL REIMBURSE	-931,104.00	-931,104.45	-931,104.45	100.00	0.00	0.45
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
7300	<b>*TOTALS*</b>	<b>-1,358,104.00</b>	<b>-1,233,393.66</b>	<b>-1,233,393.66</b>	<b>90.81</b>	<b>0.00</b>	<b>-124,710.34</b>
7500	ACCOUNTABILITY GRANT	0.00	0.00	0.00	0.00	0.00	0.00
7501	Accountability Grant	0.00	0.00	0.00	0.00	0.00	0.00
7505	READY TO LEARN BLK GRNT	-142,538.00	-142,538.00	-142,538.00	100.00	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
7500	<b>*TOTALS*</b>	<b>-142,538.00</b>	<b>-142,538.00</b>	<b>-142,538.00</b>	<b>100.00</b>	<b>0.00</b>	<b>0.00</b>
7810	FICA - STATE	-819,646.00	0.00	0.00	0.00	0.00	-819,646.00

(UNADJUSTED)  
**Condensed Board Summary Report**

Fund: 10 GENERAL FUND

From 07/01/2019 To 05/31/2020

fabrdcon

Account	Description	Current Budget	Period To Date Exp/Rcvd	Year To Date Exp/Rcvd	YTD % Used	Unliquidated Encumbrances	Balance
7820	RETIREMENT - STATE	-3,672,638.00	-1,676,104.94	-1,676,104.94	45.63	0.00	-1,996,533.06
7800	<b>*TOTALS*</b>	<b>-4,492,284.00</b>	<b>-1,676,104.94</b>	<b>-1,676,104.94</b>	<b>37.31</b>	<b>0.00</b>	<b>-2,816,179.06</b>
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
7900	<b>*TOTALS*</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 Function - 7000's</b>		<b>-10,427,003.00</b>	<b>-6,643,897.11</b>	<b>-6,643,897.11</b>	<b>63.71</b>	<b>0.00</b>	<b>-3,783,105.89</b>
<b>1000's</b>							
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	-198,537.00	-149,646.73	-149,646.73	75.37	0.00	-48,890.27
8515	TITLE II	-48,285.00	-29,048.65	-29,048.65	60.16	0.00	-19,236.35
8516	TITLE III ESL	-6,420.00	-1,294.77	-1,294.77	20.16	0.00	-5,125.23
8517	DRUG FREE SCHOOLS	-13,580.00	-14,747.00	-14,747.00	108.59	0.00	1,167.00
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
8500	<b>*TOTALS*</b>	<b>-266,822.00</b>	<b>-194,737.15</b>	<b>-194,737.15</b>	<b>72.98</b>	<b>0.00</b>	<b>-72,084.85</b>
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	-452.03	-452.03	0.00	0.00	452.03
8600	<b>*TOTALS*</b>	<b>0.00</b>	<b>-452.03</b>	<b>-452.03</b>	<b>0.00</b>	<b>0.00</b>	<b>452.03</b>
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
8700	<b>*TOTALS*</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>
8810	MEDICAL ASSISTANCE	-15,000.00	0.00	0.00	0.00	0.00	-15,000.00
8820	MED ASSIS - TRANS & AD	0.00	-6,129.28	-6,129.28	0.00	0.00	6,129.28
8800	<b>*TOTALS*</b>	<b>-15,000.00</b>	<b>-6,129.28</b>	<b>-6,129.28</b>	<b>40.86</b>	<b>0.00</b>	<b>-8,870.72</b>
<b>Major Function - 8000's</b>		<b>-281,822.00</b>	<b>-201,318.46</b>	<b>-201,318.46</b>	<b>71.43</b>	<b>0.00</b>	<b>-80,503.54</b>
<b>1000's</b>							
9330	Trans from Cap Reserve	0.00	0.00	0.00	0.00	0.00	0.00
9300	<b>*TOTALS*</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>

(UNADJUSTED)  
**Condensed Board Summary Report**

Fund: 10 GENERAL FUND

From 07/01/2019 To 05/31/2020

fabrdcon

Account	Description	Current Budget	Period To Date Exp/Rcvd	Year To Date Exp/Rcvd	YTD % Used	Unliquidated Encumbrances	Balance
Major Function - 9000's		0.00	0.00	0.00	0.00	0.00	0.00
REVENUE Totals		-47,399,827.00	-42,026,225.15	-42,026,225.15 ✓	88.66	0.00	-5,373,601.85

Capital Project Finance Report  
May 31, 2020

<u>Project</u>	<u>Original Budget</u>	<u>Change Orders</u>	<u>Miscellaneous Construction Costs</u>	<u>Working Budget</u>	<u>Project To Date Expenses April</u>	<u>May</u>	<u>Project To Date Expenses</u>	<u>Balance To Finish</u>
<u>New Synthetic Track</u>								
<b>D'Huy Engineering</b>								
Feasibility Study	3,500.00			3,500.00	3,500.00		3,500.00	0.00
Design and Bid Phase 1	39,000.00			39,000.00	39,000.00		39,000.00	0.00
Permitting & Land Development Costs and Studies	20,000.00			20,000.00	17,200.26		17,200.26	2,799.74
Lower Saucon Township - Stormwater Review			5,162.72	5,162.72	5,162.72		5,162.72	0.00
Advantage Engineering LLC - Geotechnical Specialist			4,564.00	4,564.00	4,564.00		4,564.00	0.00
Construction Services Phase 2	23,276.00	999.25		24,275.25	24,275.25		24,275.25	0.00
BSN Sports - Track Walking Path Covers	2,250.00			2,250.00	2,250.00		2,250.00	0.00
<b>Grace Industries Inc.</b>	943,895.00	(3,300.00)		940,595.00	940,595.00		940,595.00	0.00
<b>High Peak Electrical, Inc.</b>	7,200.00			7,200.00	7,200.00		7,200.00	0.00
<u>High School Gymnasium/Pool Roof</u>								
<b>D'Huy Engineering</b>								
Feasibility Study	3,500.00			3,500.00	3,500.00		3,500.00	0.00
Gym/Pool Roof Design & Bid Phase 1	6,000.00			6,000.00	6,000.00		6,000.00	0.00
Gym/Pool Roof Design Construction Services Phase 2	10,411.45	(419.57)		9,991.88	9,991.88		9,991.88	0.00
<b>Alan Kunsman Roofing &amp; Siding, Inc</b>	383,325.00	28,000.00	(11,650.00)	399,675.00	399,675.00		399,675.00	0.00
<u>High School HVAC</u>								
<b>D'Huy Engineering</b>								
Feasibility Study	3,500.00			3,500.00	3,500.00		3,500.00	0.00
Preliminary Design Fee	136,479.00			136,479.00	136,479.00		136,479.00	0.00
Construction Phase Services	43,000.00			43,000.00	43,000.00		43,000.00	0.00
Reimbursable Expenses			1,004.22	1,004.22	1,004.22		1,004.22	0.00
Keycodes Inspection Agency			2,409.63	2,409.63	2,409.63		2,409.63	0.00
Mountain Environmental & Radon Services			1,800.00	1,800.00	1,800.00		1,800.00	0.00
PAMSCO	1,839,758.00	(116,103.00)		1,723,655.00	1,657,279.75		1,657,279.75	66,375.25
Builders Door & Hardware Inc			6,900.00	6,900.00	6,900.00		6,900.00	0.00
<b>Wind Gap Electric</b>	125,000.00	(12,876.84)		112,123.16	112,123.16		112,123.16	0.00
<u>High School Auditorium Upgrades</u>								
<b>CMG of Easton, Inc</b>	323,735.00			323,735.00	297,326.55		297,326.55	26,408.45
<b>D'Huy Engineering</b>								
Construction Oversight	11,875.00			11,875.00	11,875.00		11,875.00	0.00
Entertainment Services Group Inc - Curtain and Screen			6,215.52	6,215.52	6,215.52		6,215.52	0.00
	<u>3,925,704.45</u>	<u>(103,700.16)</u>	<u>16,406.09</u>	<u>3,838,410.38</u>	<u>3,742,826.94</u>	<u>0.00</u>	<u>3,742,826.94</u>	<u>95,583.44</u>

**SAUCON VALLEY SCHOOL DISTRICT**

BUSINESS OFFICE

BUDGETARY TRANSFER FORM  
2019-2020

Date: 06/23/2020

**TRANSFER  
AMOUNT**

	<b>ACCOUNT #</b>	<b>IN</b>	<b>OUT</b>	<b>ACCOUNT TITLE</b>	<b>REASON FOR TRANSFER</b>	<b>NO.</b>
1 TO	10-2380-610-000-20-000-000-000-0000	375.00		SUPPLIES - PRINCIPAL 5-8	BALANCE ACCOUNT	
FROM	10-1110-610-000-20-000-000-000-0000		375.00	SUPPLIES REGULAR 5-8	TRANSFER OF FUNDS	

**Total Transfer: \$ 375.00**

**Saucon Valley School District  
Middle School Student Activities Report  
For The Month of May, 2020**

Balance - April 30, 2020			\$	36,985.39
Receipts				3.35
Disbursements				0.00
Balance - May 31, 2020			\$	<u>36,988.74</u>
ART CLUB			\$	\$19.15
BAND				\$3,687.20
CHEERLEADING				\$623.87
CHORUS				\$12,545.73
COMMUNITY SERVICE				\$385.60
GIRLS VOLLEYBALL				\$1,555.02
HONOR SOCIETY				\$415.15
I-TEAM				\$315.13
KNITTING CLUB				\$265.57
ODYSSEY OF THE MIND				\$2.61
READING OLYMPICS				\$380.83
SEAPERCH / ROBOTICS				\$1,440.26
SKI CLUB				\$1,632.84
STUDENT COUNCIL				\$8,227.37
YEARBOOK				\$4,866.12
5TH GRADE				\$179.10
6TH GRADE				\$0.00
7TH GRADE				\$10.30
8TH GRADE				\$370.71
INTEREST				\$66.18
			\$	<u>36,988.74</u>
<i>Respectfully Submitted by James Deegan, Principal</i>				

SAUCON VALLEY HIGH SCHOOL  
 FINANCIAL REPORTS  
 MAY 31, 2020  
 CLUB ACCOUNT FUND

BEGINNING BALANCE	\$	60,702.97
INCOME		22,050.91
EXPENSES		19,983.40
ENDING BALANCE	\$	62,770.48

CLUB ACCOUNT	ENDING BALANCE
AEVIDUM	361.87
BAND	2,467.70
CALCULUS CLUB	590.14
CHORUS	727.83
CLASS OF 2017	(20.32)
CLASS OF 2019	348.72
CLASS OF 2020	8,604.15
CLASS OF 2021	1,101.64
CLASS OF 2022	781.24
CLASS OF 2023	378.80
DANCE TEAM	2,220.41
DRAMA CLUB	6,189.04
ENVIRONMENTAL CLUB	812.54
FBLA	6,504.27
FOREIGN LANGUAGE	1,398.26
GLOBAL SCHOLARS	5.91
GSA	51.16
NAT'L HISTORY CLUB	-
NAT'L HONOR SOCIETY	4,400.69
LEO CLUB	688.12
MINI-THON	1,556.66
MODEL UN	323.92
NEWSPAPER	161.55
PAINTBALL	53.72
PHOTOGRAPHY CLUB	539.26
READING TEAM	64.16
ROBOTICS CLUB	2,515.90
RUGBY CLUB	690.59
SADD	199.29
SGA - STUDENT STORE	3,216.96
SKI CLUB	1,311.29
SMASH-VIDEO CLUB	27.35
SPIRIT COUNCIL	282.48
STEM	586.97
UNICEF	431.63
YEARBOOK	13,196.57
<b>TOTALS</b>	<b>\$ 62,770.48</b>

*Tamara Gary*  
 Principal

## Academic and Personnel Committee Brief

This week's virtual meeting was held on June 16, 2020 at 5pm via Zoom.

**SVHS Graduation Requirements** – Following An informational item will appear on the Board Agenda: The Keystone Graduation Requirement Pathways (Act 158 of 2018) remains in effect for the class of 2022 and beyond. With the cancellation of the Keystone Exams this past Spring, PDE will allow for students enrolled in 2019-20 Keystone Courses to opt to take the Exam during the 2020-21 school year. Saucon Valley School District will offer this testing during the Winter and Spring 2020-21 windows provided by the State as a means to continue the option for students to meet their requirements through the Keystone Exams.

**Instructional Technology Tools** – Ms. Cheddar and Mrs. Dobson provided information on technology tools that had been utilized during the closure and are being proposed for future use. Two of these have contracts that are be on the June 23<sup>rd</sup> agenda: Nearpod and Newsela.

# ***Saucon Valley School District***

Policy

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Title – 209.2 Food Allergy Management

Section – 200 Pupils

Adopted – April 8, 2008

Revised –

Content

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## **Purpose**

The Board is committed to providing a safe and healthy environment for students with severe or life-threatening food allergies and shall establish policy to address food allergy management in district schools in order to:

1. Reduce and/or eliminate the likelihood of severe or potentially life-threatening allergic reactions.
2. Ensure a rapid and effective response in the case of a severe or potentially life-threatening allergic reaction.
3. Protect the rights of students by providing them, through necessary accommodations when required, the opportunity to participate fully in all school programs and activities, including classroom parties and field trips.

The focus of food allergy management shall be on prevention, education, awareness, communication, and emergency response.

## **Authority**

The Board adopts this policy in accordance with applicable state and federal laws and regulations, and the guidelines established jointly by the PA Department of Education and PA Department of Health on managing severe or life-threatening food allergies in the school.

## **Definitions**

**Food allergy** - an abnormal, adverse reaction to a food that is triggered by the body's immune system.

**Medical Plans of Care** - written documents individualized for a particular student with a severe or life-threatening food allergy to address the student's needs throughout the school day, including:

1. **Emergency Care Plan (ECP)** - a medical plan of care based on the information provided in the student's Individualized Healthcare Plan (IHP) and distributed to all school personnel who have responsibilities for the student which specifically describes how to recognize a food allergy emergency and what to do when signs or symptoms of these conditions are observed.
2. **Individualized Healthcare Plan (IHP)** - a medical plan of care that provides written directions for school health personnel to follow in meeting the individual student's healthcare needs. The plan describes functional problem areas, sets goals for overcoming problems, and lists tasks/interventions to meet the goals. The IHP shall include a Food Allergy Medical Management Plan developed by a student's personal healthcare team and family, which shall outline the student's prescribed healthcare regimen and be signed by the student's board-certified allergist, family physician, physician assistant or certified registered nurse practitioner.
3. **Related Services Component in Individualized Education Program (IEP)** - that part of an IEP for a student receiving special education and related services which includes reference to development and implementation of an IHP and ECP for students with a documented severe or life-threatening food allergy as well as identifying the medical accommodations, educational aids and services to address the student's needs.
4. **Section 504 Service Agreement** - a medical plan of care which references development and implementation of an IHP and ECP as well as other accommodations, educational aids and services a student with a documented severe or life-threatening food allergy requires in order to have equal access to educational programs, nonacademic services and extracurricular activities as students without food allergies.

## **Guidelines**

Prior to enrollment in the district or immediately after diagnosis of a food allergy, appropriate medical plans of care such as an ECP, IHP, Section 504 Service Agreement and/or IEP shall be developed for each student identified with a food allergy. Plans shall be developed by the school nurse, in collaboration with the student's

healthcare provider, the student's parents/guardians, district or school nutrition staff, the student, if appropriate, and any other appropriate persons.

Where a medical plan of care is developed, it should carefully describe the plan for coverage and care of a student during the school day as well as during school-sponsored activities which take place while the student is under school jurisdiction during or outside of school hours. Medical plans of care shall include components that (1) provide information to the school nutrition service regarding each student with documented severe or life-threatening food allergies and (2) educate affected students about safe food handling practices, as developmentally appropriate.

Medical plans of care should include both preventative measures to help avoid accidental exposure to allergens and emergency measures in case of exposure, including administration of emergency medication.

A complete set of a student's current medical plans of care related to food allergies shall be maintained by the school nurse. Information or copies of the different components of a student's medical plans of care shall be provided to appropriate personnel who may be involved in implementation of the medical plans of care.

#### Accommodating Students With Disabling Special Dietary Needs

Students with food allergies may be identified, evaluated and determined to be disabled, in which case the district shall make appropriate accommodations, substitutions or modifications in accordance with the student's medical plans of care.

The district must provide reasonable accommodations, substitutions or modifications for students with disabling dietary needs. The student's physician shall determine and document if the student has a disabling dietary need. Examples of a disability under this policy would include metabolic conditions (e.g., diabetes), severe food allergies or cerebral palsy.

Students who fall under this provision must have a written medical statement signed by a licensed physician, which shall be included with the student's IHP. The medical statement must identify:

1. The student's special dietary disability.
2. An explanation of why the disability restricts the student's diet.
3. The major life activity(ies) affected by the disability.
4. The food(s) to be omitted from the student's diet.
5. The food or choice of foods that must be provided as the substitute.

## Accommodating Students With Nondisabling Special Dietary Needs

The district may, at its discretion, make appropriate accommodations, substitutions, or modifications for students who have a special dietary need but who do not meet the definition of disability, such as a food intolerance or allergy that does not cause a reaction that meets the definition of a disability. The decision to accommodate such a student shall be made on a case-by-case basis.

Students who fall under this provision must have a written medical statement signed by a physician, physician assistant or certified registered nurse practitioner identifying the following:

1. The medical or other special dietary condition which restricts the student's diet.
2. The food(s) to be omitted from the student's diet.
3. The food or choice of foods to be substituted.

## Confidentiality

The district shall maintain the confidentiality of students with food allergies, to the extent appropriate and as requested by the student's parents/guardians. District staff shall maintain the confidentiality of student records as required by law, regulations and Board policy.

## Delegation of Responsibility

The Superintendent or designee, in coordination with the school nurse, school nutrition services staff, and other pertinent staff, shall develop administrative regulations to implement this policy or adopt as administrative regulations the suggested guidelines developed by the Pennsylvania Departments of Education and Health and National School Boards Association (NSBA) guidance on managing severe or life-threatening food allergies in district schools. The administrative regulations shall address management of severe or life-threatening food allergies in classrooms and instructional areas, school cafeterias, outdoor activity areas, on school buses, during field trips, and during school activities held before the school day and after the school day.

Administrative regulations should address the following components:

1. Identification of students with food allergies and provision of school health services.
2. Development and implementation of individual written management plans.
3. Medication protocols, including methods of storage, access and administration.

4. Development of a comprehensive and coordinated approach to creating a healthy school environment.
5. Communication and confidentiality.
6. Emergency response.
7. Professional development and training for school personnel.
8. Awareness education for students.
9. Awareness education and resources for parents/guardians.
10. Monitoring and evaluation.

The Superintendent or designee shall annually notify students, parents/guardians, staff, and the public about the district's food allergy management policy by publishing such in handbooks and newsletters, on the district's website, and through posted notices and other efficient methods.

#### Legal

24 P.S. 1422.3  
Pol. 113  
Pol. 103.1  
Pol. 210  
Pol. 210.1  
7 CFR 15b.40  
Pol. 113.4  
Pol. 209  
Pol. 216  
Pol. 121  
Pol. 246  
Pol. 808  
Pol. 810  
Pol. 146  
Pol. 805  
P.S. 1422.1 PA  
Code 12.41  
U.S.C. 1232g  
U.S.C. 1400 et seq  
U.S.C. 794  
U.S.C. 12101 et seq  
CFR Part 15  
CFR Part 35  
CFR Part 99  
CFR Part 104

CFR Part 300

Pol. 103

Safe at Schools and Ready to Learn: A Comprehensive Policy Guide for Protecting Students with Life-Threatening Food Allergies – National School Boards Association  
Pennsylvania Guidelines for Management of Food Allergies in Schools:  
Recommendations and Resource Guide for School Personnel – Pennsylvania  
Departments of Education and Health

## Facility Committee – June 17, 2020

The Facility Committee of the Saucon Valley School Board met on June 17, 2020 via an online Zoom meeting at 5:00pm.

The following items were on the Facility Committee agenda:

- Discussion of High School Floor Tile Abatement/Replacement Room 107
- Discussion of Current Projects
- Discussion of “Return to Play” Plan fro Athletics

The following recommendation was sent to the Board for approval:

Proceed with the Cooling Tower replacement project and approve the “Return to Play” Plan for Athletics.

## Finance Committee – June 10, 2020

The Finance Committee of the Saucon Valley School Board met on June 10, 2020 via an online Zoom meeting at 5:00pm.

The following items were on the Finance Committee agenda:

- Discussion of the 2020-2021 SVSD Budget by David Bonenberger. Dr. Butler discussed several potential cuts to the budget: vans, contracted paraprofessionals, Spanish Immersion Program, and \$20,000 cuts in Athletics
- Discussion of the 2020-2021 Breakfast & Lunch Price Increase

Recommendations to the Board for approval are: Increase of \$.05cents to lunch and breakfast prices.

# ST. LUKE'S UNIVERSITY HEALTH NETWORK

COVID-19 Re-Socialization of Sports from SLUHN  
Perspective – A Guide for Secondary Schools



# COVID-19 RE-SOCIALIZATION OF SPORTS FROM SLUHN PERSPECTIVE – A GUIDE FOR SECONDARY SCHOOLS



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# COVID-19 RE-SOCIALIZATION OF SPORTS FROM SLUHN PERSPECTIVE – A GUIDE FOR SECONDARY SCHOOLS



## Preface

The Centers for Disease Control and Prevention (CDC), White House Guidelines for [Opening Up America Again](#), National Federation of State High School Associations (NFHS) along with other resources listed in our Important Reads Section form the basis of the recommendations to follow. These guidelines propose state or regional gating criteria and preparedness responsibilities in an effort to phase back into daily life, business openings, and large gatherings. The nature of how COVID-19 spreads also dictates how there may be regional differences in the phasing in of re-socialization. The purpose of this gradual phasing is to minimize disease spread as best as possible. The gating criteria to be used based upon the Opening Up America Again guidelines are:

1. Stable or downward trajectory of influenza-like illness reported within a 14-day period AND a downward trajectory of COVID-like syndrome cases reported within a 14-day period.
2. Stable or downward trajectory of documented cases of COVID-19 within a 14-day period or a downward trajectory of positive tests as a percent of total tests within a 14-day period.
3. Hospitals can treat all patients without crisis care and there is a robust testing program in place for at-risk healthcare workers, including emerging antibody testing.

The recommendations discussed below are meant as general guidelines, in the context of federal, state, and local county recommendations. These guidelines are focused on recommendations to be utilized in Pennsylvania's yellow and green phases. Further information will need to be obtained from federal, state, and local government entities to make recommendations past Pennsylvania's green phase. All federal, state, and local health department orders/recommendations as related to sports must be followed. Additionally, schools may place stricter criteria than what is listed.

## Introduction

The goal of this document is to provide recommendations for the re-socialization of sport with regard to practice and competition, keeping in mind the health and safety of our secondary school athletes, coaches/personnel, parents/caregivers and spectators.

- **Benefits of Sport:** The participation in sport has known health benefits, including promoting physical fitness and mental wellness. Sports provide a social construct and interaction which is necessary in a time of uncertainty for our athletes. It is widely recognized that physical activity, performed for the right amount of time and intensity can provide benefits to the immune system. In addition, sports can provide a template for young athletes to learn concepts of teamwork, leadership, work ethic and integrity.
- **Inherent Risk of Sport:** Participation in athletics involves unavoidable exposure to an inherent risk of injury. It is important to recognize that rule books, safety guidelines and equipment standards, while helpful means of promoting safe athletics participation, are themselves insufficient to accomplish this goal. To effectively minimize the risks of injury from athletics participation, everyone involved in athletics must understand and respect the intent and objectives of applicable rules, guidelines, and standards.

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- **Return to Activity Following Inactivity:** A thoughtful approach to exercise gives athletes a chance to acclimatize to the temperature and the intensity/duration of practices. This slow ramp up of exercise can decrease the risk of injury and heat illness. Since practices and competitions have been halted, many athletes are deconditioned, putting the athlete at much higher risk for injury if pushed too quickly with high volumes and high intensity. Overtraining, defined as prolonged or excessive repetitive activity or workouts in efforts to “catch up,” does not allow the body to adjust and recover, which can lead to decreased performance and/or increased risk of injury. Please refer to Important Reads Section for resources such as the [National Strength and Conditioning Association \(NSCA\) COVID-19 Return to Training](#) and CSCCa and NSCA Joint Consensus Guidelines for Transition Periods: Safe Return to Training Following Inactivity.
- This guidance is preliminary; as more public health information is available, the state of Pennsylvania may work with relevant entities to release further guidance which could impact fall, winter, and/or spring seasons. These considerations are meant to supplement – not replace – any state, local, territorial, or tribal health and safety laws, rules, and regulations with which schools must comply.
- The information re: SARS-CoV-2, the virus causing the COVID-19 illness, is changing rapidly nationally and within our communities. This document is created based on information available to date. Be sure to request the most up to date version of this document if you believe your version is outdated.

## Decision Making Process

- Should you consider opening?
  - Will reopening be consistent with applicable state and local orders?
  - Is the school ready to protect children and staff at higher risk for severe illness?
  - Are you able to screen athletes and staff upon arrival for symptoms and history of exposure?
  - Are you able to obtain adequate supplies for recommended cleaning procedures are followed and personal protective equipment (PPE) for health screening and other recommended usage?
- Are recommended health and safety actions in place?
  - Promote healthy hygiene practices such as hand washing and staff wearing a mask or face covering.
  - Intensify cleaning, disinfection, and ventilation.
  - Follow social distancing guidelines through increased spacing, small groups and limited mixing between groups according to recommendations.
  - Train all staff on health and safety protocols.
  - The school must designate a primary point of contact for all questions related to COVID-19, and all parents, athletes, officials, and coaches must be provided the person’s contact information.
- Is ongoing monitoring in place?
  - Develop and implement procedures to check for signs and symptoms of athletes and staff daily upon arrival.
  - Encourage anyone who is sick to stay home.

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- Do you have a plan for if athletes or staff get sick?
  - Regularly communicate and monitor developments with local authorities, staff, and families regarding cases, exposures, and updates to policies and procedures.
  - Monitor athlete and staff absences and have flexible leave policies and practices.
  - Establish communication procedure for athletes and staff to self-report COVID-19
  - Establish a notification procedure when you have a suspected or diagnosed case of COVID-19 while maintaining confidentiality in accordance with the [Health Insurance Portability and Accountability Act \(HIPAA\)](#), the [Family Educational Rights and Privacy Act \(FERPA\)](#), the [Americans with Disabilities Act \(ADA\)](#), and other applicable laws and regulations.
  - Create contingency staffing plan.
  - Be ready to consult with local health authorities if there are cases in the facility or an increase in cases in the local area.

## Preparing for Re-Entry

- Building Preparations
  - Create protocols to limit entrance and exit traffic, designating specific entry to and exits from facilities.
  - If a building has remained dormant for an extended period, we recommend you review CDC guidance on maintaining water system safety when buildings are dormant ([CDC - Building Water System](#)) and apply this guidance as appropriate. Consideration should be given to water lines in regard to ice machines, water sources, and hand washing.
  - Review and implement CDC guidance on cleaning and disinfection ([CDC - Cleaning and Disinfecting](#))
  - Ensure custodial and environmental services are regular and/or increased to meet CDC guidelines.
- Staff Training
  - Staff will need to be trained specifically on the protocols outlined in this document and the practices adopted by their school. May consider virtual training. Social distancing is recommended until CDC, state and local authorities declare otherwise.
  - Reinforcement of safety protocols and requirements associated with but not limited to CPR/AED training and Emergency Action Plans.
- Require Sick Athletes and Staff to Stay Home
  - Provide education to advise individuals on what to do if they are sick ([CDC - What to do if you are sick](#))
  - Establish procedures to ensure athletes and staff that become sick onsite or arrive onsite sick are sent home as soon as possible.
  - Create a plan to isolate those who are sick until they can leave. Plan to have areas where a sick person can be isolated from well athletes and staff until they can leave the school.
  - Share resources with the school community to help families understand when to keep children home. This guidance, not specific to COVID-19, from the American Academy of Pediatrics [When to Keep Your Child Home](#) can be helpful for families.

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- Positive COVID-19 Case
  - Consistent with applicable law and privacy policies, have coaches, staff, umpires/officials, and families of athletes (as feasible) self-report to the school if they have [symptoms](#) of COVID-19, a positive test for COVID-19, or were exposed to someone with COVID-19 within the last 14 days in accordance with health information sharing [regulations](#) for COVID-19, and other applicable laws and regulations.
  - All those who had close contact with a person diagnosed with COVID-19 (within 48 hours prior to symptom onset) should be advised to stay home and self-monitor for symptoms and be advised to follow CDC guidance if symptoms develop. Individuals with close contacts should be excluded from practice for 14 days. Close contact is defined as having close (within 6ft) and prolonged (≥30 minutes) contact with the COVID-19 patient.
  - Close off areas used by a sick person and do not use these areas until after [cleaning and disinfecting](#) them (for outdoor areas, this includes surfaces or shared objects in the area, if applicable).
  - Wait at least 24 hours before cleaning and disinfecting. If 24 hours is not feasible, wait as long as possible. Ensure [safe and correct use](#) and storage of cleaning and disinfecting [products](#), including storing them securely away from children.
  - Develop a notification system (e.g., letter) schools can use to notify health officials and close contacts of cases of COVID-19.
  - Be prepared for possibility of temporary closures and team isolations in the event of recurrent outbreaks and its implications.
  - Create system to notifying staff, officials, families, and the public of facility closures and restrictions in place to limit COVID-19 exposure (e.g., limited hours of operation).
  - Schools are not responsible for testing for COVID-19 but will screen for symptoms of COVID-19.

## Prior to Resuming Physical Activity

- Special Considerations for Athletes and Staff at Higher Risk for Severe Illness from COVID-19
  - Athletes and staff who should consider delaying their participation in sports and activities are those with any of the following:
    - Diabetes
    - Chronic Lung Disease including Asthma
    - Severe obesity (Body Mass Index >40)
    - Chronic kidney disease
    - Heart conditions
    - Immunocompromised (e.g. any transplant recipient, needing immunosuppressant medications (e.g. steroids, biologics, etc.), patients receiving chemotherapy, etc.)
    - Age 65 or older
  - If there is a concern that someone is immunocompromised or has any concern regarding their risk in terms of participation in sports and activities, they should consult their health care provider prior to returning to sports.
- Pre-Participation Physical Examination Considerations
  - Dependent on governing body or state association
  - If there is a deviation from the standard frequency requirement (i.e. annually) prior to COVID-19 pandemic, it is important to emphasize to parents/guardians that a deviation from standard of care has occurred.

# COVID-19 RE-SOCIALIZATION OF SPORTS FROM SLUHN PERSPECTIVE – A GUIDE FOR SECONDARY SCHOOLS



- Returning to sports following COVID-19 diagnosis
  - An individual who was diagnosed with COVID-19 may return when all four of the following criteria are met:
    - At least three days (72 hours) have passed since recovery (resolution of fever without the use of fever-reducing medications);
    - Individual has improvement in respiratory symptoms (e.g., cough, shortness of breath)
    - At least ten days have passed since symptoms first appeared
    - Written documentation of clearance from a health care provider (MD, DO, NP, PA)
  
- Promote Wellness and Hygiene
  - The potential for pre-symptomatic transmission is why the use of face coverings and social distancing, including the avoidance of congregate settings, is imperative to reduce COVID-19 spread.
  - Staying Home when Appropriate
    - Education and Promotion on Self Screening for Signs and Symptoms ([CDC - If You Are Sick](#))
  - Hand hygiene is essential. Schools need to promote frequent and effective, hand hygiene with ample hand sanitizer (>60% ethanol or >70% isopropanol) dispensers and areas with soap and water in many different locations. Hand washing or use of hand sanitizer should take place pre- and post-activity. Hand washing facilities or hand sanitizer should be made available during activity.
  - Avoid touching your face.
  - Sneeze or cough into a tissue, or the inside of your elbow.
  - Activities that increase the risk of exposure to saliva must not be allowed; including chewing gum, spitting, licking fingers, and eating sunflower seeds.
  - Avoid any unnecessary physical contact, such as high fives, handshakes, fist bumps, or hugs.
  - No team huddles should take place.
  - Face Coverings
    - All adult staff (coaches, athletic trainers, etc.) must wear masks or face coverings at all times unless doing so jeopardizes their health.
    - Athletes must wear masks or face coverings when they arrive onsite for health screening and when not actively participating in activity and social distancing is challenging (sidelines, dugouts, athletic training room, etc.).
    - Athletes must wear masks or face coverings during activity if contact is closer than 6 ft for a period of time longer than 15 minutes. If athletes are separated by more than 6ft, then no mask is required.
    - Allow athletes to wear PPE items at all times if they choose, as long as the items do not compromise the safety of the athlete or others participating in activity.
    - Social distancing is still required until CDC, state and local authorities declare otherwise.
  - It is important to be aware of the potential negative impact that a crisis can have on our mental and physical health. Athletes and staff should be provided resources associated with seeking support. See additional resources for coping and resiliency support on page 19.
  - Provide signage, resources and handouts regarding infectious disease prevention education.

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## Health Screening Procedure

1. Athletes and staff are required to be screened when they arrive onsite where the sporting activity will occur. Athletes are to wear a mask or face covering until activity begins. Staff is recommended to wear a mask or face covering at all times.
2. Athletic staff, such as but not limited to an administrator, athletic trainer, coach, and/or nurse should conduct the screening.
  - A mask must be worn by person conducting the screening. Gloves shall be utilized by health care provider if any direct contact with person screened is required.
3. The screening should include the following questions:
  - Today or in the past 24 hours have you had any of the following symptoms:
    - Fever (temperature greater than or equal to 100.4°F/38°C)
    - New or worsening cough
    - Shortness of breath or trouble breathing
    - Sore throat, different than your seasonal allergies
    - New loss of smell and/or taste
    - Nausea, diarrhea or vomiting
    - Do you have a household member or close contact, who has been diagnosed with COVID-19 in the past 2 weeks?
    - Have you been diagnosed or tested positive for COVID-19? If Yes, have you provided required written clearance from your health care provider to return to physical activity or work?
  - Temperature check with a thermometer is required.
    - Temperature threshold is greater than or equal to 100.4°F/38°C.
    - If temperature is above 100.4°F/38°C threshold, two additional measures should be taken to verify initial measure
    - Forehead thermometer/non-contact thermometer is preferable
    - Temperature check should take place in a temperature controlled environment whenever possible
    - Person screened should be well rested, i.e. no recent physical activity
4. If an athlete or staff has positive finding on their COVID-19 screening they should be sent home immediately.
  - If parent or caregiver is not present, a predetermined staff member should escort them to a designated isolation room or area away from others and have them wear a mask or face covering. They should then be directed to contact their health care provider for evaluation and potential COVID-19 testing. Those without a health care provider can be directed to a local COVID hotline such as St. Luke's University Health Network 1-866-785-8537 Option 7 or Lehigh Valley Health Network 1-888-402-5846. Positively screened individual should not return until they have documentation demonstrating the SARS-CoV-2 test was negative or a note from their healthcare provider indicating they do not need to be tested and their symptoms are not due to COVID-19.
  - CDC does not recommend isolation of contacts of a person being evaluated for COVID-19 until the diagnosis is confirmed.

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5. Documentation of individuals screened must be maintained. Dependent on environment, a system may want to be developed with indicator to ensure clarity that all individuals have been screened (sticker, stamp, wristband, attendance log, etc.).
6. Create a notification procedure to communicate to appropriate administrators when there is a positive screen.

## When Physical Activity Resumes

- Pre-K to 12 (PK-12) school sports under the Pennsylvania Interscholastic Athletic Association (PIAA) and the Pennsylvania Independent Schools Athletic Association (PISAA) are permitted to resume in counties designated in the Yellow and Green phases, in alignment with the [PDE Guidance for Phased Reopening of Pre-K to 12 Schools](#) and the [CDC for Youth Sports](#).
- The decision to resume sports-related activities, including conditioning, practices, and games, is the discretion of a school's entity's governing body. Each school entity must develop and adopt an Athletics Health and Safety Plan aligning to the [PDE Guidance for Phased Reopening of Pre-K to 12 Schools](#) and [Pennsylvania's Guidance for Sports](#) prior to conducting sports-related activities with students. The plan must include the provisions of this guidance, be approved by the local governing body of the school entity, and be posted on the school entity's publicly available website. The plan does not need to be submitted to the DOH or PDE for approval.
- Any sports-related activities in Yellow or Green phased counties must adhere to the gathering limitations set forth by the Governor's Plan for Phased Reopening (25 people in yellow, 250 people in green) and the facility as a whole may not exceed 50% of total occupancy permitted by law.
- During the Yellow and Green phases of reopening, sports-related activities at the PK-12 level are limited to student athletes, coaches, officials, and staff only. The addition of visitors and spectators will be contingent upon future health conditions within the state and local communities.
- Key Points and Recommendations
  - Sports-related activities must modified to comply with social distancing requirements during all phases.
  - Please consider the Infection Risk by Sport table (page 16) when creating your Athletics Health and Safety Plan.
  - We recommend phases 1, 2, and 3 described below should last a minimum of 14 days before proceeding to the following phase.
  - Do not proceed to the following phase unless it meets state and county recommendations regardless of 14 days. (i.e. Phase 3 should not occur unless your county is in PA's Green phase)

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## Pre-workout Screening

### PHASE 1 & 2

- All athletes & staff must be screened prior to a workout (including temperature checks) - Refer to health screening procedure recommendations
- Screening responses should be recorded & stored
- Symptomatic people cannot participate & should contact their health care provider
- Vulnerable individuals should consult their health care provider prior to overseeing or participating in sports-related activities

### PHASE 3

- Anyone with a fever or cold symptoms in the previous 24 hours should not participate & should contact their health care provider
- Records should be kept of all people present
- Continue health screening of all athletes and staff
- Vulnerable individuals can resume public interactions but should practice social distancing and minimize exposure in social settings where distancing may not be practical

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## Limitation on Number of Students Participating Together

### PHASE 1

- Up to 10 people at a time - INDOORS & OUTDOORS
- No use of locker rooms - report in proper gear and return home to shower
- Workouts should occur within the same “pods” of athletes (up to 10) to limit exposure
- Keep 6ft apart - if not possible, limit the number of people allowed in the room
- Staggered practices/games should be implemented to decrease number of people coming and going simultaneously

### PHASE 2

- Up to 25 people at a time - INDOORS & OUTDOORS
- Locker rooms for changing and meeting rooms may be used - social distancing of 6 ft must be maintained
- Continue to use the same workout “pods”
- Continue to keep 6ft apart indoors, if still not possible, continue to limit the number of people
- Social distancing must be maintained on sidelines/benches - consider using tape/paint or other markers as guides

### PHASE 3

- Up to 250 people at a time or 50% of facility occupancy, whichever is less - INDOORS & OUTDOORS
- Continue to keep 6 ft apart between people - use tape/paint or other markers as guides

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## Physical Activity and Usage of Athletic Equipment

### PHASE 1

- No shared athletic equipment, athletic towels, clothing or shoes
- Athletic equipment must be cleaned after each use
- Free weight exercises that require a spotter cannot be conducted during social distancing
- Balls, bats, gloves, etc. cannot be shared
- Use of single balls during practice not allowed, only for individual drills
- No sharing of tackling dummies/sleds
- No contact between teammates (includes football, wrestling, cheerleading, etc.)
- Hand sanitizer should be available during all activity

### PHASE 2

- No sharing of athletic towels, clothing or shoes
- Athletic equipment must be cleaned intermittently during practices/games
- Equipment such as bats, batting helmets & catcher's gear should be cleaned between each use
- Limit maximum lifts & use power cages for squats/bench presses
- Spotters should stand at each end of the bar
- Hand sanitizer should be available during all activity

### PHASE 3

- No sharing of athletic towels, clothing or shoes
- Equipment such as bats, batting helmets, & catcher's gear must be cleaned between each use
- Other equipment such as football helmets, lacrosse pads, ear guards & eyewear should only be used by one individual and not shared
- Limit maximum lifts and use power cages for squats/bench presses
- Spotters should stand at each end for the bar
- Hand sanitizer should be available during all activity

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## Individualized Hydration



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## Post-Workout Procedures



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## *Sanitizing Facilities*



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## Infection Risk by Sport

Description	Examples
<p>Low Risk</p> <p>Involve:                      -Sports that can be done with social distancing or individually                      -Equipment is not shared and is able to be cleaned between use by competitors</p>	<ul style="list-style-type: none"> <li>-Individual running events</li> <li>-Throwing events (discus, shot put, javelin)</li> <li>-Individual swimming</li> <li>-Golf</li> <li>-Weightlifting</li> <li>-Sideline cheerleading</li> <li>-Cross country (with staggered starts)</li> <li>-Archery</li> <li>-Rifle</li> <li>-Diving</li> <li>-Alpine ski</li> <li>-Single sculling</li> <li>-Bowling</li> </ul>
<p>Moderate Risk</p> <p>Involve:                      -Close, sustained contact                      -Protective equipment in place that reduces possible transmission of respiratory droplets                      OR                      -Intermittent close contact                      OR                      -Group sports                      OR                      -Sports that use equipment that cannot be cleaned between participants</p>	<ul style="list-style-type: none"> <li>-Basketball</li> <li>-Soccer</li> <li>-Ice hockey</li> <li>-Field hockey</li> <li>-Swimming relays</li> <li>-Girls lacrosse</li> <li>-7 v 7 Football</li> <li>-Crew with 2 or more rowers in a shell</li> </ul> <p>The following may be considered low risk with appropriate cleaning of equipment:</p> <ul style="list-style-type: none"> <li>-Volleyball</li> <li>-Baseball</li> <li>-Softball</li> <li>-Tennis</li> <li>-Pole vault</li> <li>-High jump</li> <li>-Long jump</li> <li>-Fencing</li> <li>-Gymnastics</li> </ul>
<p>High Risk</p> <p>Involve:                      -Close, sustained contact between participants                      -Lack of significant protective barriers                      -High probability of respiratory droplet transmission</p>	<ul style="list-style-type: none"> <li>-Wrestling</li> <li>-Football</li> <li>-Boys Lacrosse</li> <li>-Competitive cheerleading</li> <li>-Dance</li> <li>-Rugby</li> </ul>

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## Non-Essential Persons

- All federal, state, and local county guidelines in accordance with mass gatherings must be followed.
- During the Yellow and Green phases of reopening, sports-related activities at the PK-12 level are limited to student athletes, coaches, officials, and staff only. The addition of visitors and spectators will be contingent upon future health conditions within the state and local communities.
- No person beyond those essential should be present until federal, state, and local county departments lift restrictions on mass gathering. Examples of non-essential person may include managers, extra coaches, non-participating athletes, media, etc.
- Spectators are not essential to any workouts or practices and not recommended to attend. Parents/caregivers can remain in their cars during this time. No congregating should be allowed in the parking lot or fields. A drop-off line for practices is recommended to avoid unnecessary exposure. For younger children, one parent/caregiver can accompany the child to the health screening. The parent/caregiver should be wearing a mask/face covering.
- It is recommended to group people into tiers **when competition begins**, example below of NFHS tier system:
  - Essential (tier 1) – athletes, coaches, officials, event staff, medical staff, security
  - Preferred (tier 2) – media
  - Non-essential (tier 3) – spectators, vendors
- If competitions take place while federal, state and local county guidelines recommend social distancing, spectators should practice such as permissible and spectators should wear masks/face covering. Although there is no specified limit on the number of spectators, schools may want to put in limits based on other factors (i.e. gym size) to promote social distancing.
- For parents/caregivers that rely on public transportation or walk, an area away from practice should be set aside that allows for social distancing.

## Athletic Training Considerations

- Schools must be prepared to provide athletic training staff with adequate supplies such as non-contact thermometers, hand sanitizer, masks, gloves, disinfectants, etc.
- Anyone who utilizes the athletic training room must wash hands or use hand sanitizer upon entry and exit.
- Athletic trainers must be practicing good hygiene and washing hands or using hand sanitizer.
- Athletic trainers must wear gloves during patient care that requires physical examination or direct contact. Gloves must be changed between patients.
- Athletic trainers must wear mask at all times until guidance from CDC is adjusted.

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- Athletic Trainer should clean and disinfect according to [CDC Reopening Guidance](#) inclusive but not limited to treatment/taping tables after each patient, rehabilitation equipment, modality equipment, etc. A cleaning and disinfecting schedule should be created and maintained.
- While CDC, federal, state and local counties recommend social distancing, the number of athletes in the athletic training room must be limited to ensure have 6 feet of social distancing. All persons in the athletic training room should wear masks/face coverings. Only one athlete per treatment table should be permitted. May consider scheduling by appointment for majority of athletes except in acute/emergency cases.
- Emergency action plan adjustments may need to be considered during this time, i.e. lightning policy sheltering procedures.
- No whirlpool or cold/hot tubs use. Exception of emergency action plan related to heat illness best practice.

## Other considerations

- For athletes not able to wash workout clothes, an attempt should be made by the school to help in providing this for them.
- Showering at the facility may be needed after practice in some circumstances (e.g. working after practice, homeless). Coaches and administrators can make these exceptions. Social distancing should be maximized and proper cleaning should occur.
- Schools should attempt to have extra masks or face coverings available. These should be washed after each use if cloth-based.
- Any person who does not have a medical home should have resources provided to them. Have such resources readily available.
- Create procedures if team meals are provided. Cafeteria use is not recommended due to limitations associated with social distancing. Serve individually plated meals/boxed meals and avoid buffet style meals.
- Start by limiting games, scrimmages, and matches to teams in your region first. Expand beyond regional play if cases continue to stay low.
- Maintain social distance between athletes on school buses for team travel. This should be consistent with school's health and safety plan in regards to busing to and from school.

**Consult legal counsel to determine whether or not assumption of risk waivers will be required for athletic participants.**

**Encourage any organizations that share or use the school's facilities to also follow these guidelines.**

# COVID-19 RE-SOCIALIZATION OF SPORTS FROM SLUHN PERSPECTIVE – A GUIDE FOR SECONDARY SCHOOLS



## Important Reads and Source Documents:










- [Pennsylvania's Guidance for All Sports Permitted to Operate During the COVID-19 Disaster Emergency to Ensure the Safety and Health of Employees, Athletes, and the Public](#) Published June 10, 2020.
- Pennsylvania Department of Education, Preliminary Guidance for Phased Reopening of Pre-K to 12 Schools. Published June 3, 2020, version 1. [PDE Preliminary Guidance for Pre-K to 12 Schools](#)
- [CDC - Youth Sports Considerations](#) Last reviewed June 8, 2020.
- [CDC - Schools Considerations](#) Last reviewed June 1, 2020.
- [Guidance for Opening up High School Athletics and Activities. National Federation of State High School Associations \(NFHS\)](#), accessed May 15, 2020
- PIAA [Press Release](#) Published June 10, 2020.
- [Sports Event Planning Considerations Post-COVID-19](#), United States Olympic & Paralympic Committee April 28, 2020 – v0.11
- CDC Cleaning and Disinfection Tool. CDC.gov. [CDC - Cleaning and Disinfection Decision Tool](#). Last reviewed May 7, 2020.
- CDC Handwashing Guidelines. CDC.gov. [CDC - Handwashing](#) Last reviewed April 2, 2020.
- Criteria for Return to Work for Healthcare Personnel with Suspected or Confirmed COVID-19 (Interim Guidance). CDC.gov. [CDC - Return to Work Criteria](#). Last reviewed April 30, 2020.
- State of Missouri Novel Coronavirus Analytics. Health.mo.gov. [State of Missouri - Coronavirus Analytics](#). Published May 5, 2020.
- The resurgence of sport in the wake of COVID-19: cardiac considerations in competitive athletes. BMJ.com. [BMJ Blog - Cardiac Considerations in the Wake of COVID-19](#) Published April 24, 2020.
- A Game Plan for the Resumption of Sport and Exercise After Coronavirus Disease 2019 (COVID-19) Infection. JAMA Cardiol. [JAMA Cardiology - Game Plan for Resumption of Sports](#) Published online May 13, 2020. doi:10.1001/jamacardio.2020.2136
- Korey Stringer Institute's Return to Sports and Exercise during the Covid-19 Pandemic: Guidance for Collegiate and High School Athletics Programs. Published June 6, 2020. [KSI Return to Sport and Exercise Guidance](#)
- [COVID-19: NSCA Guidance on Safe Return to Training For Athletes. National Strength and Conditioning Association](#) (NSCA) COVID-19 Return to Training Taskforce. Published May 2020.
- CSCCa and NSCA [Joint Consensus Guidelines](#) for Transition Periods: Safe Return to Training Following Inactivity; Caterisano, A, Decker, D, Snyder, B, Feigenbaum, M, Glass, R, House, P, Sharp, C, Waller, M, and Witherspoon, Z. 2019. CSCCa and NSCA Joint Consensus Guidelines for Transition Periods. Strength and Conditioning Journal, 41(3), 1-23.
- National Athletic Trainers Association: [Covid-19 Return-to-Sport Considerations for Secondary School Athletic Trainers](#). Published May 2020.

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## Additional Resources

- Hand Hygiene Posters [CDC - Handwashing Posters](#)
- Social Distancing and other print resources regarding COVID-19 [CDC - Other Print Resources](#)
- Mental Health resources
  - World Health Organization: Healthy at Home-Mental Health [WHO - Healthy At Home - Mental Health](#)
  - CDC managing stress around COVID-19 [CDC - Coping and Managing Stress and Anxiety](#)
  - Mental Health in PA [PA DHS - Mental Health Services](#)
  - Mental Health Fact Sheet [PA DHS - Mental Health Fact Sheet](#)

<b>Mental Health Help During COVID-19</b>		
<b>Crisis Text Line</b>  Text 'PA' to 741741	<b>National Suicide Prevention Lifeline</b>  1-800-273-8255	<b>Preventing suicide in PA</b>  <a href="http://preventsuicidepa.org/">preventsuicidepa.org/</a>
<b>Disaster Distress Helpline</b>  800-985-5990	<b>Get Help Now for substance use disorder</b>  1-800-662-4357	<b>Veterans in crisis</b>  <a href="http://veteranscrisisline.net">veteranscrisisline.net</a>
<b>PA's support helpline</b>  855-284-2494	<b>Coping with COVID-19 stress</b>  <a href="http://bit.ly/covid-coping">bit.ly/covid-coping</a>	<b>COVID-19 resources</b>  <a href="http://mhanational.org/covid19">mhanational.org/covid19</a>

# COVID-19 RE-SOCIALIZATION OF SPORTS FROM SLUHN PERSPECTIVE – A GUIDE FOR SECONDARY SCHOOLS



## *Appendix 1: COVID-19 Health Screening Instructions*

In the event that you have had a **Positive Health Screen** (meaning you have a temperature greater than or equal to 100.4°F or positive for symptoms), we ask that you go home immediately and follow the recommended steps below:

- DO NOT immediately go to the emergency room or an urgent care facility
- Contact ONE of the following for further instruction:
  - CDC Guidelines [www.cdc.gov/coronavirus/2019-ncov](https://www.cdc.gov/coronavirus/2019-ncov)
  - Contact your primary care physician
  - Contact St. Luke's University Health Network COVID-19 Hotline
    - 1-866-785-8537 Option 7
  - Contact Lehigh Valley Health Network
    - 1-888-402-5846

Thank you for working with us to keep everyone safe.

# COVID-19 RE-SOCIALIZATION OF SPORTS FROM SLUHN PERSPECTIVE – A GUIDE FOR SECONDARY SCHOOLS



## COVID-19 Screening Questions

1. Have you had any of the following symptoms in the past 24 hours?
  - Fever (temperature greater than or equal to 100.4°F/38°C)
  - New or worsening cough
  - Shortness of breath or trouble breathing
  - Sore throat, different than your seasonal allergies
  - New loss of smell and/or taste
  - Nausea, vomiting, or diarrhea
  
2. Do you have a household member, or have been in close contact with someone, who has been diagnosed with COVID-19 in the past 2 weeks?
  
3. Have you been diagnosed or tested positive for COVID-19? If Yes, have you provided required written clearance from your health care provider to return to physical activity or work?

# COVID-19 RE-SOCIALIZATION OF SPORTS FROM SLUHN PERSPECTIVE – A GUIDE FOR SECONDARY SCHOOLS



## Example of Health Screening Form Checklist

### COVID-19 Health Screening Form

COVID-19 Health Screening Form								
Date: _____								
#	Name	Time	Symptoms?	If YES, what symptoms?	Close contact with someone with COVID-19?	Temp (≥100.4°F = Positive Screen)	Positive Screen?	Initials of screener
1			YES or NO		YES or NO		YES or NO	
2			YES or NO		YES or NO		YES or NO	
3			YES or NO		YES or NO		YES or NO	
4			YES or NO		YES or NO		YES or NO	
5			YES or NO		YES or NO		YES or NO	
6			YES or NO		YES or NO		YES or NO	
7			YES or NO		YES or NO		YES or NO	
8			YES or NO		YES or NO		YES or NO	
9			YES or NO		YES or NO		YES or NO	
10			YES or NO		YES or NO		YES or NO	
11			YES or NO		YES or NO		YES or NO	
12			YES or NO		YES or NO		YES or NO	
13			YES or NO		YES or NO		YES or NO	
14			YES or NO		YES or NO		YES or NO	
15			YES or NO		YES or NO		YES or NO	
16			YES or NO		YES or NO		YES or NO	
17			YES or NO		YES or NO		YES or NO	
18			YES or NO		YES or NO		YES or NO	
19			YES or NO		YES or NO		YES or NO	
20			YES or NO		YES or NO		YES or NO	
21			YES or NO		YES or NO		YES or NO	
22			YES or NO		YES or NO		YES or NO	

	Phase 1 June 29-July 12	Phase 2 July 13-26	Phase 3 July 27-August 9 (Football) August 16 (All Others)	Phase 4 August 10-23 (Football) August 17-30 (All Others)
	<b>** Restrictions subject to change based on future information from the PIAA or PA Dept. of Health</b>			
	<b>** Dates for moving to phases subject to change based on COVID conditions among athletes or in the community</b>			
<b>Participation</b>	HS Fall Sports Only	HS & MS Fall Sports Only	All in-seasons and off-season sports	All in-seasons and off-season sports
<b>Screening</b>	Daily Screening*	Daily Screening*	Daily Screening*	Daily Screenings until the start of school*
<b>Self Reporting Requirements</b>	Parents/Students are required to report any COVID symptoms had by the student-athlete themselves, by any member of the student's household, or if anyone in the household has had known contact with a positive COVID case in the last 14 days	Parents/Students are required to report any COVID symptoms had by the student-athlete themselves, by any member of the student's household, or if anyone in the household has had known contact with a positive COVID case in the last 14 days	Parents/Students are required to report any COVID symptoms had by the student-athlete themselves, by any member of the student's household, or if anyone in the household has had known contact with a positive COVID case in the last 14 days	Parents/Students are required to report any COVID symptoms had by the student-athlete themselves, by any member of the student's household, or if anyone in the household has had known contact with a positive COVID case in the last 14 days
<b>Practice Pods</b>	20 Students or less while still in Yellow Phase. Practice Pod makeup must remain consistent daily. Students may not participate in more than one pod regardless of their sports.	20 Students or less while still in Yellow Phase. Practice Pod makeup must remain consistent daily. Students may not participate in more than one pod regardless of their sports.	20 Students or less while still in Yellow Phase. Practice Pod makeup must remain consistent daily. Students may not participate in more than one pod regardless of their sports. Consideration for Practice Pod size growth if in Green Phase.	20 Students or Less while still in Yellow Phase. Practice Pod makeup must remain consistent daily. If in green phase, teams may begin practicing with full squads as their pod on the first day of PIAA practice. Off season teams should remain in smaller groups. Students may join a second practice pod if involved in a second sport
<b>Practice Frequency</b>	Pods may not practice more than 3 days a week Monday-Friday	Pods may not practice more than 3 days a week Monday-Friday	Pods may not practice more than 3 days a week Monday-Friday	As per PIAA regulations, in season pods may not practice more than 6 days a week. Off season teams should limit themselves to 3 times a week.
<b>Mask Use</b>	Required for Coaches and Staff. Required for Athletes at all times other than on the playing surface engaged in activity	Required for Coaches and Staff. Required for Athletes at all times other than on the playing surface engaged in activity	Required for Coaches and Staff. Required for Athletes at all times other than on the playing surface engaged in activity	TBD
<b>Facilities Use</b>	All outdoor use only except Volleyball & Athletic Training Rooms	All outdoor use only except Volleyball & Athletic Training Rooms	Use of Locker Rooms and Other Areas with Social Distancing Restrictions	Use of Locker Rooms and Other Areas with Social Distancing Restrictions
<b>Weight Room Use</b>	No	By in-season teams only / Scheduled small groups	By in-season teams only / Scheduled small groups	TBD
<b>Equipment Use</b>	No shared equipment & individual ball use only. Balls must be cleaned daily. No player may touch a ball used by another player.	(If in State Green Phase Only) Equipment may be shared with the exception of personal equipment (worn pieces). Balls may be used and cleaned daily	(If in State Green Phase Only) Equipment may be shared with the exception of personal equipment (worn pieces). Balls may be used and cleaned daily	(If in State Green Phase Only) Equipment may be shared with the exception of personal equipment (worn pieces). Balls may be used and cleaned daily
<b>Equipment Storage for Cleaning</b>	All equipment placed in designated location each night for disinfecting by custodial staff and/or coaching staff.	All equipment placed in designated location each night for disinfecting by custodial staff and/or coaching staff.	All equipment placed in designated location each night for disinfecting by custodial staff and/or coaching staff.	All equipment placed in designated location each night for disinfecting by custodial staff (until further notice)
<b>Physical Contact</b>	No physical contact between athletes	No physical contact between athletes	No physical contact between athletes (unless restrictions are lifted)	Physical contact may begin only on the playing surface in live action drills. Subject to monitoring any cases among athletes or significant increase in cases in the community,
<b>Water</b>	Athlete must bring their own filled water bottle. No sharing of bottles. Athletes will not be able to practice without bringing a water bottle. Water will not be provided by the school. No water, no participation.	Athlete must bring their own filled water bottle. No sharing of bottles. Athletes will not be able to practice without bringing a water bottle. Water will not be provided by the school. No water, no participation.	Athlete must bring their own filled water bottle. No sharing of bottles. Athletes will not be able to practice without bringing a water bottle. No water, no participation	Athlete must bring their own filled water bottle. No sharing of bottles. Athletes will not be able to practice without bringing a water bottle. No water, no participation
<b>Weather Conditions</b>	Practice will be cancelled in advance of threat of weather as no indoor facilities will be available	Practice will be cancelled in advance of threat of weather as no indoor facilities will be available	Evacuation locations for each field as determined by the Saucon Valley Athletic Emergency Plan will be available. If used, notification for cleaning will be given	Evacuation locations for each field as determined by the Saucon Valley Athletic Emergency Plan will be available. If used, notification for cleaning will be given
<b>Attendance Requirements</b>	Voluntary	Voluntary	Voluntary	Required with PIAA official practices beginning.
<b>Attendance Allowance</b>	Closed: Athletes, Coaches, Athletic Dept. Personnel Only	Closed: Athletes, Coaches, Athletic Dept. Personnel Only	Closed: Athletes, Coaches, Athletic Dept. Personnel Only	Closed: Athletes, Coaches, Athletic Dept. Personnel Only. Media by appointment

<b>Pick Up/Drop Off</b>	Students may not congregate during pick up and drop off times. All students being dropped off for screening and waiting for pick up must wear a mask and maintain 6' distance. Athletes may not car pool to practices. Athletes must transport themselves, be transported by a family member, or by someone within their practice pod.	Students may not congregate during pick up and drop off times. All students being dropped off for screening and waiting for pick up must wear a mask and maintain 6' distance. Athletes may not car pool to practices. Athletes must transport themselves, be transported by a family member, or by someone within their practice pod.	Students may not congregate during pick up and drop off times. All students being dropped off for screening and waiting for pick up must wear a mask and maintain 6' distance. Athletes may not car pool to practices. Athletes must transport themselves, be transported by a family member, or by someone within their practice pod.	Students may not congregate during pick up and drop off times. All students being dropped off for screening and waiting for pick up must wear a mask and maintain 6' distance. Athletes may not car pool to practices. Athletes must transport themselves, be transported by a family member, or by someone within their practice pod.
<b>School Owned Equipment Issue to Students</b>	Must be taken home daily.	Must be taken home daily.	May be stored in Locker Rooms	May be stored in Locker Rooms
<b>Personally owned equipment &amp; clothing</b>	Equipment must be taken home daily. Clothing laundered	Equipment must be taken home daily. Clothing laundered	Equipment must be taken home daily. Clothing/towels laundered	Equipment must be taken home daily. Clothing/towels laundered
<b>Shower Use</b>	No shower use on campus	No shower use on campus	Shower use using every other shower (masks not required)	Shower use using every other shower (masks not required)
<b>Team Meetings</b>	Virtual Only	Virtual Only	Virtual Only	Allowed as long as we are in green phase. Players must socially distance. Virtual preferred.
<b>Busing</b>	No school transportation	No school transportation	No school transportation	Per current guidelines
<b>Positive COVID Case</b>	Practice Pod suspended for 14 days, contact tracing initiated, positive student must have doctor's release to return	Practice Pod suspended for 14 days, contact tracing initiated, positive student must have doctor's release to return	Practice Pod suspended for 14 days, contact tracing initiated, positive student must have doctor's release to return	Practice Pod suspended for 14 days, contact tracing initiated, positive student must have doctor's release to return
<b>Contact Tracing with Positive Case</b>	All members of practice pods (parents) informed, all team coaches informed. Athletic Medical Staff and School Nurse Informed, District Pandemic Team Informed.	All members of practice pods (parents) informed, all team coaches informed. Athletic Medical Staff and School Nurse Informed, District Pandemic Team Informed.	All members of practice pods (parents) informed, all team coaches informed. Athletic Medical Staff and School Nurse Informed, District Pandemic Team Informed.	All members of practice pods (parents) informed, all team coaches informed. Athletic Medical Staff and School Nurse Informed, District Pandemic Team Informed. Once season begins, opposing school athletic director informed if tested individual was in recent contact with athletes from another school
<b>Team Functions</b>	No team functions outside of designated practice times.	No team functions outside of designated practice times.	No team functions outside of designated practice times.	No team functions outside of designated practice times.
<b>Additional Functions</b>	No functions such team dinners or fundraisers that may bring parents or other individuals from outside in contact with athletes or team personnel	No functions such team dinners or fundraisers that may bring parents or other individuals from outside in contact with athletes or team personnel	No functions such team dinners or fundraisers that may bring parents or other individuals from outside in contact with athletes or team personnel	No functions such team dinners or fundraisers that may bring parents or other individuals from outside in contact with athletes or team personnel until further notice

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 2020-2021 year for the school taxes paid for the 2019-2020 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 2020" 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 Medicare 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 in 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 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 and 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 2020 calendar year shall be determined in accordance with the following schedule unless otherwise adjusted by the Board of School Directors:

<b>TABLE A- OWNERS ONLY</b>
-----------------------------

<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 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, 2020 and April 30, 2021 for the 2019-2020 school district property taxes levied. Only one (1) claimant from a homestead each year shall be entitled to 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 2019, a copy of the PA rebate check received, and a copy of the receipted school tax bill for 2019-2020. It shall not be necessary that such taxes were paid by the claimant himself/herself; provided that the taxes must have been paid not 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 property tax rebate.

Section 8  
Petition for Redetermination

8.1 Any claimant whose claim for 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 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.

FACILITIES AND TRANSPORTATION DEPARTMENTS FY 21 CONTRACTS

<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>ACCT CODE</b>	<b>AMOUNT</b>
Chrin Hauling	Trash Removal	2690-411	25000
Stem Lawncare	Lawn Care	2690-414	40000
Tomlinson Bomberger	Lawn Maintenance - Pesticde/Herbicide	2690-414	19500
CSI	Security Monitoring	2690-430	768.00
CSI	Phone, Fire, Access Repairs	2690-430	11250.00
Degler Whiting	Bleacher Inspections	2690-430	5000.00
Emergency Systems	Generator PM	2690-430	1500.00
Erhlich	Pest Control	2690-430	7000.00
Integritec	Water Testing	2690-430	4800.00
Johnson Controls	Metasys Service Contract	2690-430	40711.00
Kistler O'Brien	Fire Service	2690-430	6000.00
Mountain Environmental & Radon Services	SDS and Abatement Services	2690-430	5100.00
Otis	Elevator Maintenance	2690-430	9492.00
Spangler Boyer	Pool Pak HVAC Maintenance	2690-430	1195.00
SSI	PM for Vault Extinguish System (2 inspcts / year)	2690-430	1470.00
Trane	Trane Chiller Service	2690-430	2876.05
Tristate	Daiking HVAC PM	2690-430	9410.00
Tu Way Communications	Motorola Radios	2690-430	2500.00
		Subtotal 2690-430	<b>109072.05</b>
CSI	Bus Camera Repair	2790-430	2000.00
Kistler O'Brien	Fire Extinguisher Service	2790-430	1000.00

**SAUCON VALLEY SCHOOL DISTRICT**  
**2020-2021 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, 2020, 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, 2020:

- 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 \$914,193.57.
- 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 \$17,639.27.
- c. Gambling Tax Funds and Philadelphia Tax Credit Reimbursement Funds from 2019-2020 that weren't distributed and that are available for utilization \$7,645.90.
- d. Aggregate Amount Available - Adding these amounts, the aggregate amount available during the school year for real estate tax reduction is \$939,478.74.

**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 4,747.
- b. Farmstead Property Number - The number of approved farmsteads within the School District is 24.
- c. Homestead/Farmstead Combined Number - Adding these numbers, the aggregate number of approved homesteads and approved farmsteads is 4,771.

**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 \$939,478.74 by the paragraph 2(c) aggregate number of approved homesteads and approved farmsteads of 4,771 the maximum real estate tax reduction amount applicable to each approved homestead and to each approved farmstead is \$196.89.

**4. Homestead Exclusion Calculation:**

Dividing the paragraph 3 maximum real estate tax reduction amount of \$196.89 by the School District real estate tax rate of 53.43 mills (.05343), the maximum real estate assessed value reduction to be reflected on tax notices as a homestead exclusion for each approved homestead is \$3,685.00 and the maximum real estate assessed value reduction to be reflected on tax notices as a farmstead exclusion for each approved farmstead is \$3,685.00.

**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) the paragraph 4 maximum real estate assessed value reduction of \$3,685.00. 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) the paragraph 4 maximum real estate assessed value reduction of \$3,685.00. 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.

# PowerSchool Hosting and Support Contract

This **Agreement** is made between **Carbon Lehigh Intermediate Unit #21**, hereinafter referred to as "**CLIU21**" located at 4210 Independence Drive, Schnecksville, PA 18078 and **Saucon Valley School District**, hereinafter referred to as "**Customer**" located at 2097 Polk Valley Road Hellertown, PA 18055. CLIU21 and Customer desire to enter into this Agreement for the purpose of providing PowerSchool software and delivering certain services subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions set out below, and intending to be legally bound, CLIU21 and Customer agree as follows:

## 1.0 DEFINITIONS

When used in this Agreement, the following terms have the meanings set out in this section:

- A. "Effective Date" and "Start Up Date" is defined as the dates that CLIU21 will begin project implementation.
- B. "Initial Term" is defined as the period described in section 5.1.
- C. "PowerSchool Products" is defined as the software utilized by Customer as specified in Exhibit A to this Agreement.
- D. "PowerSchool Services" is defined as the services to be performed for Customer as specified in Exhibit A to this Agreement.
- E. "Related Materials" is defined as any printed user manuals and any other printed user documentation accompanying the PowerSchool Products.
- F. "PowerSchool Group, LLC" refers to **PowerSchool Group, LLC**, located at 10911 White Rock Road, Suite 200, Rancho Cordova, CA 95670 ("**PowerSchool Group, LLC**").
- G. "Initial Licenses" is defined as the number of licenses as reported by PowerSchool Group, LLC for your district.
- H. "Usage Fees" is defined as the per student cost for the services provided herein.
- I. "Quantity" is defined as the total number of students enrolled, based on the annual audit.

## 2.0 OWNERSHIP AND PROTECTION

- 2.1 Title: Ownership: Customer acknowledges that (a) the PowerSchool Products; (b) all source code, object code, class libraries, user interface screens, algorithms, data schema, development frameworks, repository, system designs, system logic flow, and processing techniques and procedures related thereto; (c) the Related Materials, or other related documentation; (d) any copies and derivatives of any of the foregoing in whole or in part; and (e) all copyright, patent, trademark, trade secret and other proprietary rights in any of the foregoing are and shall remain the sole and exclusive confidential property of PowerSchool Group, LLC. Customer further acknowledges that any reports or other data generated by the PowerSchool Products regarding system performance are the exclusive property of PowerSchool Group, LLC and Customer hereby specifically authorizes the use of such reports or other data by PowerSchool Group, LLC, in any manner that it deems to be appropriate, provided that no confidential

information of Customer or any personnel or students thereof is disclosed, and no identifying information is disclosed or can be inferred. PowerSchool Group, LLC acknowledges that the customization of reports and screens made by the Customer are the property of Customer, along with data relating to student or school records, and may not be used, shared, sold, or otherwise provided to anyone including PowerSchool Group, LLC, its agents, employees and representatives (other than as necessary to enable PowerSchool Group, LLC to perform obligations under this Agreement), without Customer's written consent.

2.2 License Conditions: Customer shall use the PowerSchool Products and Related Materials solely for its own internal use and for the purposes for which such PowerSchool Products and Related Materials were designed, as specified in the Related Materials.

2.3 Restrictions: Customer will not, and will not allow any third party to:

(a) Adapt, maintain, translate, decompile, disassemble, reconstruct, or reverse engineer the PowerSchool Products or Related Materials, or create derivative works of the PowerSchool Products or Related Materials without PowerSchool Group, LLC's express written consent;

(b) Identify or discover any source code for the PowerSchool Products;

(c) Distribute, sell or sublicense copies or any portions of the PowerSchool Products or Related Materials (except as expressly permitted by this Agreement);

(d) Create copies of the PowerSchool Products or Related Materials except to make a copy of any program that must be copied as an essential step in its utilization or to make an archival or back-up copy of the PowerSchool Products;

(e) Incorporate any portion of PowerSchool Products into or with any other PowerSchool Products or other products; and

Customer acknowledges that the PowerSchool Products contain copyrighted material, trade secrets and other proprietary material, and in order to protect this information, Customer may not decompile, reverse engineer, disassemble or otherwise reduce the object code form of the PowerSchool Products to a human-perceivable form. Customer may not, sell, rent, lease, loan, distribute (except as expressly permitted by this Agreement), the PowerSchool Products or Related Materials in whole or in part.

2.4 Proprietary Notices: Customer shall not remove or alter any copyright, trademark or other proprietary notices included in or on the PowerSchool Products or Related Materials. Customer will apply to any tangible copies of the PowerSchool Products or Related Materials the same notices that PowerSchool Group, LLC places on the PowerSchool Products and Related Materials.

**3.0 CONFIDENTIALITY.** CLIU acknowledges the confidentiality of Customer's data, passwords and other confidential and proprietary information, and hereby agrees not to use or disseminate any of such confidential information except for the express purpose of enabling CLIU to perform its obligations hereunder. Without the prior written consent of your authorized representative, CLIU agrees that it will not disclose or distribute any of Customer's confidential information or

permit any person or entity to have access to any such confidential information, other than CLIU's employees and such other parties as may reasonably require access for purposes of CLIU's performance hereunder. CLIU agrees that it will not duplicate or distribute to anyone any of Customer's confidential information without the prior written consent of Customer's authorized representative or a duly authorized legal authority with warrantor equivalent. CLIU shall use, at a minimum, the same degree of care as to such confidential information, and shall maintain its confidentiality as CLIU uses in respect to its own proprietary and confidential information. Upon termination of this Agreement for any reason, CLIU shall immediately return to Customer all media containing any versions or portions of Customer's confidential information, and shall destroy any confidential information retained in any computer records of CLIU within 30 days. In the event that the Customer must preserve data stored within PowerSchool as part of a litigation hold, CLIU will reasonably cooperate with the Customer in the implementation of that hold, and in preserving the data required to be preserved.

#### **4.0 PAYMENTS**

- 4.1 Payment Terms: Except as otherwise provided in Exhibit A, Customer shall pay CLIU21 the fees specified in Exhibit A within thirty (30) days from the date of invoice. Within thirty (30) days from the date of invoice, Customer shall provide written notice to CLIU21 of any disputed charges. If notice is received, as set forth herein, payment of the disputed invoice shall not be due until CLIU21 has provided Customer with a detailed explanation and justification for the invoice, or has corrected any errors made to the disputed invoice.
- 4.2 Taxes: All amounts set forth for payment in this Agreement are exclusive of applicable sales and similar taxes and it shall be Customer's responsibility to add to the amounts payable, and to pay all such taxes. It is acknowledged that Customer, as a governmental entity, is exempt from Pennsylvania sales and use taxes. CLIU21 reserves the right to request proof of Customer's tax-exempt status.
- 4.3 Fee Calculation: Fees due for fraction of hours (in case of any services performed by CLIU21 or PowerSchool Group, LLC) will be rounded up to the nearest quarter of an hour. Any overdue amounts will be subject to a finance charge at the rate of 1.5% per month, commencing on the date such amount becomes overdue, or the highest rate permitted by applicable law, whichever is lower.
- 4.4 Remittance Address: All purchase orders issued by Customer under this Agreement are to be directed to CLIU21 at the address set forth below:

**Carbon Lehigh Intermediate Unit 21  
Attn: MIS Department  
4210 Independence Drive  
Schnecksville, PA 18078**

#### **5.0 TERM AND TERMINATION**

- 5.1 Term: The Initial Term of this Agreement is five (5) years and shall commence on the Effective Date. Thereafter, this Agreement shall be automatically renewed for successive one-year terms, unless terminated by PowerSchool Group, LLC, CLIU21 or Customer pursuant to Section 5.2 with thirty (30) days written notice prior to the expiration date.

5.2 Termination: This Agreement may be terminated, as follows: (a) Customer may terminate this Agreement with or without cause during the Term of the Agreement provided that : (i) any such termination by the Customer shall not be permissible until one year has elapsed from the Effective Date of the Agreement and (ii) Customer provides thirty (30) days written notice of termination to CLIU; and (b) CLIU may terminate this Agreement with or without cause upon thirty (30) days written notice to the Customer; (c) PowerSchool Group, LLC reserves the right to terminate the contract with CLIU21 with 30 days' notice. In the event that PowerSchool Group, LLC would terminate its contract with CLIU21, the Customer may, (i) choose to continue with the PowerSchool services until the end of the school year without any modifications or updates or (ii) migrate to another CLIU21 provided student application, incurring any charges associated with the migration or (iii) terminate the contract with thirty (30) days' notice; (d) in the event the Customer terminates the contract there will be no refund to Customer by CLIU for the current year charges.

5.3 No Liability for Termination or Expiration: Except as provided in this Agreement, neither CLIU21 nor Customer shall be liable to the other for damages of any kind, including incidental or consequential damages, damages for loss of prospective business or loss of continuing business, or otherwise arising from the expiration or termination of this Agreement in accordance with its terms. However, should the Customer exercise its rights under section 5.2(a) CLIU will declare the remainder of the value of the contract with Customer due and owing with payment by the Customer within thirty (30) days of the termination date.

5.4 Survivorship: Those sections that by their nature survive expiration or termination of this Agreement will survive such expiration or termination.

**6.0 AUDIT REQUIREMENTS.** During the Initial Term and for the remaining terms of this Agreement, CLIU21 and PowerSchool Group, LLC reserves the right to audit Customer's use of the PowerSchool Products, on an annual basis, to determine current student enrollment. If student enrollment exceeds the initial licenses purchased, from the beginning of the Initial Term or since the last such annual audit, CLIU21 is required to charge an additional license fee at its then-current fees, for the additional licenses purchased. CLIU21, its agents, employees and representatives shall not have any access to, nor shall attempt to access, any employee or student records without written consent of the Customer, except to the extent necessary to enable CLIU21 to perform its obligations under this Agreement. Any audit performed shall occur no more frequently than once a year and shall be performed in such a manner as to avoid unreasonable interference with Customer's business operations. CLIU21 shall bear all costs associated with the exercise of its right to audit.

**7.0 SERVICES.** CLIU21 and Customer agree to the terms and conditions of Exhibit B, which is attached and fully incorporated into this Agreement.

## **8.0 WARRANTIES**

8.1 Operational Warranty. PowerSchool Group, LLC warrants to CLIU that, during the ninety (90) day period (the "Warranty Period") commencing on the delivery date of each of the PowerSchool Products to Customer, the PowerSchool Products will operate in substantial conformity with the Related Materials when used in strict compliance therewith. This warranty is contingent upon CLIU's installation of all corrections, enhancements, updates and new releases provided by PowerSchool Group, LLC to

CLIU without additional charge or expense, and the absence of damage or abuse to the PowerSchool Products. With respect to the services to be provided by CLIU, Customer acknowledges that CLIU makes absolutely no warranties whatsoever expressed or implied. As a result, Customer agrees that CLIU shall not be liable to the Customer for any claims or damages, which may be suffered by the Customer, including but not limited to losses or damages resulting from the loss of data as a result of delays, non-deliveries or service interruptions caused by the fault or negligence of CLIU.

8.2 **Limitation of Warranty.** Except as stated in this section 8.0, PowerSchool Group, LLC makes no warranty or representation to CLIU, nor does CLIU make warranty or representation to Customer, either expressed or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose, and any warranties of quality or performance, or a result of a course of dealing or usage of trade, with respect to the PowerSchool products and PowerSchool services. All PowerSchool services are provided “as is” without representation or warranty of any kind or nature.

## 9.0 LIMITATIONS OF LIABILITY/INDEMNIFICATION

9.1 Except to the extent included in an award subject to PowerSchool Group, LLC’s indemnity obligation, in no event will PowerSchool Group, LLC be liable for incidental, consequential, indirect, punitive or special damages of any nature, such as lost business profits.

9.2 Customer agrees to indemnify and hold harmless CLIU and its officers, agents and employees against all liability, losses and costs imposed on CLIU, including attorney fees, attributable to acts or omissions of Customer arising out of the conduct and/or responsibilities to be carried out by Customer under this agreement with the understanding that nothing herein shall be construed to waive the immunities or expand the limitations on liability granted to CLIU under state law. CLIU agrees to indemnify and hold harmless Customer and its officers, agents and employees against all liability, losses and costs, imposed on Customer, including attorney fees, attributable to acts or omissions of CLIU arising out of the conduct and/or responsibilities to be carried out by CLIU under this agreement with the understanding that nothing herein shall be construed to waive the immunities or expand the limitations on liability granted to Customer under state law.

## 10.0 GENERAL TERMS AND CONDITIONS

10.1 **Governing Law and Jurisdiction:** This Agreement will be governed and interpreted under the laws of the state in which Customer is located. Any litigation between the parties will take place in the state or federal courts in which Customer is located, and CLIU21 and Customer waive any objection to the jurisdiction of and venue in such courts. Any action arising out of or related to this Agreement must be brought within one (1) year from the first date such action could have been brought, despite any longer period provided by statute. If a longer period is provided by statute, CLIU21 and Customer hereby expressly waive it.

10.2 **Amendments:** No modification to this Agreement will be binding unless in writing and signed by an authorized representative of CLIU21 and Customer.

- 10.3 Waivers: CLIU21's or Customer's failure to enforce at any time or for any period of time the provisions of this Agreement, shall not be construed to be a waiver of such provisions or of the right to enforce each and every such provision.
- 10.4 Severability: If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and CLIU21 and Customer will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves their original intent and the economic effect of the Agreement.
- 10.5 Headings and Construction: Paragraph headings are for reference only and will not be considered as parts of this Agreement. Wherever the singular is used, it includes the plural, and, wherever the plural is used, the singular is included. Unless otherwise clear from the context, "or" is used conjunctively and not disjunctively. Unless otherwise clear from the context, the word "including" when used herein is intended to be exemplary and inclusive of the word or phrase it modifies, and is not intended to be exclusive or limiting (meaning, e.g., "including, but not limited to").
- 10.6 Force Majeure: Except for the obligation to make payments, neither CLIU21 nor Customer shall be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation, acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of CLIU21), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.
- 10.7 Entire Agreement: This Agreement supersedes all previous agreements and representations of, between, or on behalf of CLIU21 and Customer with respect to its subject. This Agreement contains all of CLIU21's and Customer's agreements, warranties, understandings, conditions, covenants and representations with respect to the subject. Neither CLIU21 nor Customer will be liable for any agreements, warranties, understandings, conditions, covenants or representations with respect to the subject not expressly set forth or referenced in this Agreement. CLIU21 hereby refuses any different or additional provisions in purchase orders, invoices, or similar documents, and such refused provisions are unenforceable.
- 10.8 Notices: Any notice under this Agreement, must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class certified mail with return receipt requested to the address set forth below, or email at helpdesk@cliu.org (a) if to CLIU21, or (b) to Customer's designated point of contact at the address set out on page one (1) of this Agreement, if to Customer:

**Carbon Lehigh Intermediate Unit 21  
Attn: Director of MIS  
4210 Independence Drive  
Schnecksville, PA 18078**

Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this section.

- 10.9 Travel and Other Expenses: Notwithstanding any other provisions of this Agreement, the only travel and out-of-pocket expenses which may be invoiced to Customer hereunder shall be those expenses actually and reasonably incurred by CLIU21 and or PowerSchool Group, LLC employees for transportation, lodging, meals and service-related telephone charges necessary for the provision of PowerSchool Services hereunder approved in advance by Customer, or covered within written budgets for such expenses approved in advance by Customer.
11. System Security: CLIU 21 will take all commercially reasonable steps to protect access, use, contamination, theft, and dissemination of Customer's information and data. CLIU will employ commercially reasonable efforts to ensure the security, confidentiality and integrity of all pertinent data and other confidential information transmitted through, managed by, or stored on CLIU's systems, including without limitation: (i) maintenance of independent archival and backup copies of all of Customer's data; and (ii) protection from any network attack and other malicious, harmful or disabling data, work, code or program. More specifically, the system includes security provisions such as verification of the authenticity of users and access control lists, and security shields through Secure Sockets Layer (SSL) or equivalent or stronger security software and a combination of public-key and symmetric key encryption
12. Adherence to Pennsylvania Data Breach Notification Act: CLIU 21, by executing this Agreement, agrees to abide by the Pennsylvania Data Breach Notification Act ("PDBNA"). Because CLIU will be maintaining, storing, and/or managing computerized data on Customer's behalf, CLIU must provide Customer with notice of any breach of the security system following its discovery by CLIU. Customer will then make determinations and discharge any remaining duties under the "PDBNA".
13. Privacy: CLIU, by executing this Agreement, verifies that it has read, understands and agrees to comply with the laws and regulations relevant to Customer's responsibility to protect the privacy and confidentiality of Customer's students, employees and other information and data. In all ways possible, the privacy, confidentiality and security of all such information and data shall be strictly maintained. CLIU agrees to abide by all applicable laws, regulations, policies, standards and the like, of any governmental or quasi-governmental entity having jurisdiction, and all of Customer's policies pertaining to privacy, security, safety, employment, and civil rights, including but not limited to, all requirements of the Family Educational Rights and Privacy Act, the Health Insurance Privacy and Accountability Act, and Customer's Acceptable Use of Technology Policy. CLIU may not use the names of any students and/or any private, confidential, and/or personally identifiable information pertaining to any of Customer's students or employees, and/or any of Customer's confidential information and/or data, and CLIU may not disclose any such information to any other person or source.
14. Property of Customer: The data of Customer residing on CLIU equipment is the property of Customer and, should the agreement terminate, all of the data must be returned to Customer within ten (10) days of termination. Furthermore, all copies, archives, or backups of Customer's data in possession of CLIU must be destroyed within ten days after the return of the data to Customer. CLIU will certify in writing to Customer that all copies, archives, and backups of Customer's data have been destroyed.

IN WITNESS WHEREOF, the duly authorized representative of CLIU21 and Customer as of the Effective Date below has executed this Agreement.

**Carbon Lehigh Intermediate Unit 21**

Executive Director: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Dr. Elaine E. Eib  
(Printed Name)

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

**Saucon Valley School District**

Superintendent: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title)

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

Board Designee: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title)

Date Board Approved\*: \_\_\_\_\_

\*Please attach Board Approved Minutes



Effective Date: July 1, 2020

Startup Date: July 1, 2020

**EXHIBIT A  
SOFTWARE SERVICES SCHEDULE**

**1.0 Reference to Agreement.** This Software Services Schedule is subject to and incorporates all of the provisions stated in the Agreement between, **CLIU21** and **Customer** as of the Effective Date.

**2.0 Product Versions.** The PowerSchool Products licensed under this Agreement include: PowerSchool Student Information System (“PowerSchool Premier”)

**3.0 PowerSchool Products, Usage Fees.** Upon the Effective Date of this Agreement, CLIU21 shall provide Customer with right to use the number of student licenses to the PowerSchool Products, according to the fees described in the table below.

<b>PowerSchool Recurring Annual Fees</b>	<b>Unit</b>	<b>Quantity*</b>	<b>Usage Fee**</b>	<b>Annual Fee</b>
SIS Hosting and Support	Annual	2166	\$10.55	\$22,851.30
Special Programs SECM & 504	Annual	2166	\$2.35	\$5,090.10
				\$27,941.40

\* Quantity is based on initial licenses purchased plus any student enrollment increase pursuant to section 6.0 Audit Requirements.

\*\*Usage fees are subject to increases based on current prices. CLIU21 guarantees that the usage fees will not increase more than 5% than the previous year.

**4.0 PowerSchool Services, Related Materials Fees.**

CLIU21 shall provide Customer with PowerSchool Services and Related Materials (defined as users’ manuals, reference guides, programmers’ guides and/or system guides, as applicable), according to the fees described in the table below. Reasonable, pre-approved travel and other incidental expenses are additional costs.

4.1 Training Services: It shall be Customer’s responsibility to schedule any and all training services purchased, within one (1) year of the date of the fully executed contract.

4.2 Additional Training Services: Additional Implementation Services: Any additional training services or implementation services requested by Customer during the Initial Term or following the Initial Term shall be provided for an additional charge at PowerSchool Group, LLC’s then-current fees.

4.3 Discount for services provided to Customer by CLIU21 staff, or representatives are as follows: (a) 40% fee reduction off PowerSchool Group, LLC’s then current pricing for CLIU21 sponsored training after initial implementation and training. (b) 20% fee reduction of PowerSchool Group, LLC’s then current pricing for district requests for specific additional reports and screen generation from CLIU21. CLIU21 sponsored services are those services or training provided by CLIU21 staff and or its representatives.

4.4 Customization Fees: At its sole discretion, CLIU21 or PowerSchool Group, LLC shall perform certain customizations of the PowerSchool Product as requested by Customer, at CLIU's then-current fees (and subject to Customer's written approval of such fees in advance). CLIU21 reserves the right to change its fees at any time except as to outstanding orders.

**5.0 State Reports List.** PowerSchool Group, LLC shall provide CLIU21 with Pennsylvania State Reports based on PowerSchool Group, LLC's understanding of certain student reporting requirements as defined by the State. CLIU21 and Customer agree that the Pennsylvania State Reporting functionality delivered under this Agreement is solely based on PowerSchool Group, LLC's understanding of the current State requirements as of the Effective Date of this Agreement. It is also mutually agreed by CLIU21 and Customer that any importation of student data specifically for state reporting purposes, will begin at the start of the next complete school year. These reports are hereafter referred to collectively as "Pennsylvania State Reports".

**6.0 Updates to State Reports.** PowerSchool Group, LLC shall provide Pennsylvania State Reporting functionality based on its understanding of the State's student reporting requirements as of the Effective Date of this Agreement. The Pennsylvania State Reports will be created based solely on this understanding and shall be used by CLIU21 and Customer to satisfy requirements related only to the Student Information System. PowerSchool Group, LLC shall make commercially reasonable efforts to update the Pennsylvania State Reporting Product as promptly as possible to comply with current requirements (to the extent the Product and the Reports do not already meet such requirements), and to comply with future requirements, as the State continues to modify existing criteria or add additional required reports.

**7.0 Integrity of Data.** Customer shall be responsible for the integrity of all data entered into the PowerSchool Student Information System that produces results for the Pennsylvania State Reports. CLIU21 will not be liable for deficiencies in the Pennsylvania State Reports that are caused by the integrity of the data entered by Customer.

## **EXHIBIT B SOFTWARE SERVICES**

### **1.0 Software Maintenance Services.**

1.1 Hours of Service: Customer agrees to designate a maximum of two individuals who will coordinate all PowerSchool support issues and resolutions. These individuals will have access to CLIU Helpdesk. CLIU21 personnel will be available via phone, Monday through Friday, 8:00 a.m. Eastern Standard Time to 5:00 p.m. Eastern Standard Time. CLIU21's offices are closed in observance of the following holidays: New Year's Eve and New Year's day, Martin Luther King Day, Presidents Holiday (The Friday before and the Monday after Presidents Day), Spring Holiday (The Thursday before through the Monday after Easter), Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Monday following Thanksgiving and Winter Holiday (Christmas Eve through the December 31). CLIU21 reserves the right to change the hours and days of service upon prior written notice to Customer, so long as the service levels are not diminished.

### 1.2 Major Alarm

1.2.a Definition of a Major Alarm: A "Major Alarm" is defined as one of the following: (i) a complete failure of the PowerSchool software system that results in the inability by Customer to use the PowerSchool software, (ii) the loss, corruption or unintended migration of PowerSchool data, (iii) the loss of a PowerSchool function that supports an urgent or critical business process (i.e. report card issuance), or (iv) a PowerSchool interface failure that results in the inability by the Customer to use the PowerSchool software.

1.2.b Definition of Response: "Response" is defined as contacting the Customer in response to receipt of a trouble ticket or comparable notice and working with Customer to solve the problem as promptly as possible. Once a trouble ticket or comparable notice has been received, updates, corrections, and/or modifications will be provided to the Customer a minimum of twice a day until a Major Alarm has been resolved or the urgency level associated with the trouble ticket has been downgraded by the Customer. CLIU21 will work diligently to solve all Customer problems; however, CLIU21 cannot provide any guarantee as to when a Major Alarm will be resolved.

1.2.c Response Time for a Major Alarm: (i) Phone support – within one (1) hour during normal business operations and within four (4) hours outside of normal business operations.

### 1.3 Minor Alarm

1.3a Definition of a Minor Alarm: A "Minor Alarm" is defined as one of the following: (i) a failure of any component of the PowerSchool software system that does not impede Customer's productivity in critical business processes, (ii) an interruption in the PowerSchool system's performance, (iii) general application inquiries that do not negatively impact system performance, or (iv) any other problem that is not a "Major Alarm" item.

1.3b Definition of Response: “Response” is defined as contacting the Customer in response to receipt of a trouble ticket or comparable notice and working with the Customer to solve the problem in a timely manner. Once a trouble ticket or comparable notice has been documented, updates, corrections, and/or modifications will be provided to the Customer on a reasonable ongoing basis until a Minor Alarm is resolved. CLIU21 will work diligently to solve all Customer problems; however, CLIU21 cannot provide any guarantee as to when a Minor Alarm will be resolved.

1.3c Response Time for a Minor Alarm: (i) Phone support – within one (1) business day.

1.4 Access to Data and Computer: On request, Customer shall provide CLIU21 with printouts of the Software or of data in storage that shows evidence of a programming error. Customer further shall provide CLIU21 with access to Customer’s computer and further agrees to provide sufficient computer time to enable CLIU21 to duplicate the problem, determine that it results from the Software and, after corrective action or replacement has taken place, and determine that the problem has been alleviated. In the event that Customer requires for whatever reason, data extracted from the software/database, the Customer will be charged on an hourly basis at the then current price.

# EXHIBIT C

## Statement of Work (“SOW”)

### 1.0 Hardware and Software Requirements

#### 1.1 Hardware and Software

The district agrees to meet the minimum Client Software Requirement, Mobile Device Requirements and Bandwidth Requirements as set forth by PowerSchool. These requirements are subject to change over the course of the contract as new version of technology are developed and deployed.

#### 1.2 Network

All sites within the district that will use PowerSchool must meet the network requirements described below.

##### **School Connectivity**

CLIU21 strongly recommends a higher bandwidth connection, but minimum specifications are as follows:

Internet Connectivity T1

10 Mbps Firewall

Note: it will be necessary to open specific ports for installation and maintenance.

Registered DNS

100 Mbps Network Bandwidth

#### 1.3 Security

CLIU21 and PowerSchool Group, LLC recommend the use of secure encryption technology (SSL), however, it is not required. CLIU21 will encrypt your server with a qualified a SSL vendor and obtain the appropriate certificates.

#### 1.4 Backup

CLIU21 will maintain daily backups of data and keep offsite backups.

### 2.0 Training

#### **Initial Product Training**

PowerSchool Group, LLC’s training policy is that a PowerSchool certified trainer must deliver any PowerSchool training. Certified CLIU PowerSchool training personnel will deliver Initial Product Training to Customer. Initial Product Training will include Administrator Training, System Administrator Training and PowerGrade Teacher Training. Cost for Initial Product Training is \$1,000/day plus travel expenses. The district is responsible for scheduling users for the appropriate training sessions and communicating the training logistics to those users. Additional training is available at the district’s request.

PowerSchool Group, LLC’s training policy allows for a train-the-trainer model for PowerSchool grade book training. Certified CLIU PowerSchool training personnel will deliver train-the-trainer PowerGrade training to Customer. These trainers will then go out and train the rest of the teaching staff.

Advanced training and PowerScheduler training are not included in the quote for Customer. Below is an outline of courses offered.

## **Advanced Training**

There are several different advanced training courses the district can register to attend:

- PowerSchool Advanced Counselor – 1 day
- PowerSchool Standards – 2 days
- PowerSchool Custom Pages – 1 day
- PowerSchool End-of-Term – 1 day
- PowerSchool Object Reports – 3 days
- PowerSchool System Admin Skills 1 – 4 days
- PowerSchool Yearly Process – 1 day

Training is limited to no more than ten (10) participants.

## **PowerScheduler Training**

Several different PowerScheduler training classes are offered:

- Prepare to Build – 2 days (limited to six schools at a time with varying schedules)
- Prepare to Load – 1 day (limited to six schools at a time. In lieu of Prepare to Build and Build training)
- Build – up to 5 days (limited to six schools at a time with varying schedules.)

## **CLIU21 Sponsored Training**

CLIU21 will sponsor refresher-training sessions and will provide to Customer a proportional amount of seating, based on availability, at the CLIU21 designated site, for no additional fee.

### **3.0 Caveats/Disclaimers**

In consideration of services performed, Customer agrees to pay CLIU21 the fees and expenses specified in this Statement Of Work. If no fee is specified, Customer agrees to pay CLIU21 its current rates for each hour of service performed. Customer may request an authorized limit of fees and/or expenses for which it will pay for services performed, and CLIU21 agrees not to incur additional fees and/or expenses beyond the limits specified, without prior written approval from Customer. This Statement of Work is valid for ninety (90) days from the date completed.

### **4.0 Billing**

Fees and expenses will be invoiced in the first quarter of the school year. Fees due for fraction of hours will be rounded up to the nearest quarter of an hour. Additional Fees and expenses will be billed on a monthly basis as they are incurred by CLIU21. Payment for fees and expenses shall be due within thirty (30) days from the date of invoice. Any overdue amounts will be subject to a finance charge at the rate of 1.5% per month, commencing on the date such amount becomes overdue, or the highest rate permitted by applicable law, whichever is lower.

## **5.0 Exceptions/Risks**

Customer must take ownership of the project and product, and provide needed resources to CLIU21 to ensure a smooth and successful implementation. Additionally, Customer must ensure they have the needed hardware and network requirements in place to support PowerSchool. If the network requirements are not in place, then the schools may notice performance issues with PowerSchool.

## **6.0 Customizations**

CLIU21 or PowerSchool Group, LLC will not deliver customization or custom programming in the scope of this Statement of Work. However, if Customer determines that customizations are needed at a future time, Customer will be required to provide CLIU21 with detailed requirements and screen layouts by submitting a Customization Request Form (CRF) to PowerSchool Group, LLC. Customizations are limited to the current capabilities of PowerSchool and customizations to the PowerSchool source code will not be performed. CLIU21 will submit to PowerSchool Group, LLC and PowerSchool Group, LLC will evaluate customization efforts and prioritize against all current customer customization requests. Additionally, Customer will be billed at CLIU21's then-current discounted rate for customizations.

End of Contract.



## Nearpod® Terms and Conditions

Please read these Terms and Conditions (“Terms”) carefully as they provide that You and Nearpod will arbitrate certain claims instead of going to court and that you will not bring class action claims against Nearpod. Moreover, these Terms constitute a binding contract between You (defined below) and Nearpod. These Terms are the rules that apply to the Nearpod materials. If you do not agree to these Terms, then please do not purchase a subscription, create an account, or use the services.

By accessing or registering on Nearpod Inc.’s (“Nearpod”, “us”, “we,” “our”) website, or by downloading or using any of the Nearpod mobile applications, or any other websites, applications, or online services that link to these Terms (collectively, “Nearpod Materials”), you acknowledge that you understand these Terms and agree to be bound by these Terms and Conditions. If you do not agree to these Terms and Conditions, then you may not access the Nearpod website or use any of our products or services. Additional terms and conditions may apply to some services offered on the Nearpod Materials if we post such terms within such services or if we sign a separate agreement with you. Please contact [notices@nearpod.com](mailto:notices@nearpod.com) if you have questions about these Terms and Conditions. Nearpod is a registered trademark of Nearpod, Inc.

There are two types of users in the platform: Educator Nearpod Users (which can be either teachers or administrators at licensed educational institutions) and Student Nearpod Users. In these Terms, “you” refers to an **Educator Nearpod User** (defined below) of the Nearpod Materials. An Educator Nearpod User is an individual, named, person of legal age who can enter into a contract in the state or country in which the Nearpod User resides and in no case, are under the age of 16, and who is not a student. By purchasing a subscription to, registering for, or using the Nearpod Materials, you represent and warrant that (i) you are an Adult (according to the rules of the country where you are located), and (ii) that you will be responsible for ensuring that any child or student authorized by you to use and access the Nearpod Materials does so in accordance with these Terms. If you are a holder of a **Nearpod for Higher Education** or **Nearpod Enterprise Edition** account, for commercial purposes, then these Terms, to the extent applicable, apply to you too. **Student Nearpod Users** do not make or have accounts. Rather, they participate in the participant portion of the Nearpod Services by entering a code provided by the Educator Nearpod User and accessing the lesson materials.

Furthermore, if you are an educator, regardless of teaching at a private or public institution, you represent and warrant to us that you are (i) authorized to agree to these Terms on behalf of your organization and (ii) provide consent on behalf of your students to use and access the Nearpod Materials. Additionally, as an educator, you represent and warrant that Nearpod shall be considered a School Official, as defined by FERPA, with a legitimate educational interest, and performing services otherwise provided by the educator.

Unauthorized commercial, corporate or other misuse of Nearpod may result in the cancellation of your account. Nearpod empowers educators to choose how much

student personal information students input into the Nearpod Materials. While some Nearpod features may request student personal information, such as first name, first initial of student's last name, or student voice, it is ultimately in the Educator Nearpod User's discretion as to what information is actually provided.

Outside the US, if you are under the age of majority in your country of residence, you must review these Terms and Conditions with your parent or guardian to make sure that you and your parent or guardian understand and agree to it.

Nearpod and the Nearpod Materials comply with (and facilitate compliance with) applicable law, including the Family Educational Rights and Privacy Act (FERPA) and Children's Online Privacy Protection Act (COPPA). We do not intentionally collect any personally identifiable information from individuals under the age of 16, though we may collect personally identifiable information, as provided by the Educator Nearpod User's preference. We rely on consent by the student's educator as the basis for collecting this information via the participation portion of the Nearpod Materials. If you are a parent or guardian or teacher and believe that your child or student under the age of 16 has provided Nearpod with personally identifiable information, please notify [privacy@nearpod.com](mailto:privacy@nearpod.com) so that we can promptly delete the information from our servers. For more information about our privacy policy, please read [here](#).

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### *Highlights*

The following are some of the key points to our Terms; however, aside from Highlight 1 these are not legally binding and are meant for reference only. You should read these entire Terms along with our Privacy Policy and Privacy FAQ (the terms of which are incorporated by reference into these Terms):

1. The Sales Order, these terms, and our [Privacy Policy](#), are the contract between you and Nearpod; provided, that under no circumstances shall any terms within the Privacy Policy or Flocabulary Terms of Use or Flocabulary Privacy Policy apply to you to the extent they conflict with these terms, limit or change the indemnity or limitation of liability terms of this agreement, or provide access to any of your

personal information beyond the scope of this agreement. If you don't agree to these terms, don't use Nearpod. If you break these rules, we reserve the right to cancel your subscription.

2. There may be other terms that apply to you (e.g. if we sign a separate agreement with you).
3. Regardless of the type of account you have, there are two kinds of users: Teachers (i.e. presenters) and Students (i.e. those who join lesson via codes and do not have accounts). By registering for Nearpod you're representing that you're an adult, that you have the ability to and, in fact, do provide consent for the child(ren) to use Nearpod, and that any child who uses Nearpod at your direction will follow the rules.
4. Nearpod doesn't have student accounts.
5. You're promising that if you're representing a school or district, you're able to agree to these terms on behalf of your organization and provide consent on behalf of students. You're designating us a school official as defined by FERPA. We base our COPPA required consent from teachers.
6. We give teachers the power to decide what personal information students enter into the platform.
7. If you're a minor outside the US, you should review these terms with your parent or guardian.
8. If you think a student accidentally created an account email us.
9. For Silver, Gold, or Platinum Accounts: These are individual accounts for teachers. You can only sign up for these if: you're an adult, currently employed by a school or district and remain employed by school or district during the term of your license. You can only use the account for access to students if you have the right to do so by your school.
10. You cannot share accounts between two or more educators.
11. You cannot share your password.
12. We own all the Nearpod Materials, or have the right to use third-party materials that we license. Using, sharing, distributing, or otherwise accessing the Nearpod Materials in a way that is not allowed by Nearpod's functionalities is a violation of these Terms.
13. When you pay for or otherwise sign up to use the Nearpod Materials, you do not own the Nearpod Materials. Rather, we grant you a license to use the Nearpod Materials for the term of your agreement.
14. While using Nearpod you may create content. You will own the content subject to the license you grant us for the content. We're not responsible for the content that you post. We don't guarantee the availability of your content through the platform. Similarly, we are not responsible for content provided by third parties, even if Nearpod links to the third-party.
15. You won't try to sell or reverse engineer the Nearpod materials. Additionally, you agree not to try and scrape our website or use external forces to try and interfere with our platform.

16. You won't infringe on other people's IP with the material you post; won't advertise or market for business; or, use defamatory, obscene, violent, or otherwise inappropriate language.

### *Terms*

#### 1. Accounts, Passwords, and Payments.

- a. **Accounts.** Nearpod currently has the following types of accounts: Silver Accounts, Gold Accounts, Platinum Accounts, School Accounts, and District Accounts. These accounts are all for teacher-based access. Students do not need accounts to access the Nearpod Materials. Nearpod reserves the right to change, add, or remove the types of accounts offered and/or how they're named at any time. Any changes will come into effect at the time that you renew your license with us.
  - i. *Teacher Accounts.* The Silver, Gold, and Platinum Accounts are meant for individual users, collectively or individually, as the context may require, they are referred to as "Teacher Accounts". They each have different [features](#), however the following terms are the same for all Teacher Accounts. Individuals may only register for a Teacher Account if (i) they are an Adult (according to the rules of the country where they are located) and (ii) are currently employed by a school (public or private), a school district, or other licensed educational institution. To be eligible for a Teacher Account, the Educator Nearpod User must be employed at an educational institution at all times during the subscription period. Furthermore, your employment status must be independently verifiable and you may only use the Teacher Account to provide access for students if you have authorization to do so and ability to provide consent on their behalf for purposes of COPPA. By registering for a Teacher Account, you represent and warrant that (i) you have the authorization to enter into these Terms on behalf of the educational institution in which you are employed and to use the Nearpod Materials as part of your learning activities; (ii) that you have the authorization to use the Nearpod Materials in accordance with any requirements you and your educational institution have under applicable laws, including, but not limited to FERPA. If at any time you are no longer employed at, or no longer have permission to use the Nearpod Materials, you agree that you will notify us immediately at: [privacy@nearpod.com](mailto:privacy@nearpod.com).
  - ii. *School Accounts.* School accounts are available to elementary and secondary educational institutions, whether private or public, to be used exclusively by the purchasing institution, its employees, and its students (through the participant portion of the platform; students do not have accounts). A school will be given access for the

- number of licenses purchased for its educators and administrators. Each license must be assigned to an individual teacher within the purchasing school using their school provided email address. Shared access to a license (e.g. [scienceteachers@abcschool.com](mailto:scienceteachers@abcschool.com) is not a permissible use and a violation of these Terms).
- iii. *District Accounts.* District accounts are available to public school districts to be used exclusively by the purchasing district's employees and its students (through the participant portion of the platform; students do not have accounts). A district will be given access for the number of licenses purchased for its educators and administrators. Each license must be assigned to an individual teacher within the purchasing school using their school provided email address. Shared access to a license (e.g. [scienceteachers@abcschool.com](mailto:scienceteachers@abcschool.com) is not a permissible use and a violation of these Terms).
  - iv. *Higher Education Licenses.* Higher Education Licenses are available to institutions of higher education to be used exclusively by the purchasing institutions' employees and its students (through the participant portion of the platform; students do not have accounts). A higher education institution will be given access for the number of licenses purchased for its educators and administrators. Each license must be assigned to an individual teacher within the purchasing school using their institution-provided email address. Shared access to a license (e.g. [scienceteachers@abcschool.com](mailto:scienceteachers@abcschool.com) is not a permissible use and a violation of these Terms).
  - v. *Enterprise Nearpod Licenses.* Enterprise Licenses are available to companies to be used exclusively by the purchasing company's employees. A company will be given access for the number of licenses purchased for its users and administrators. Each license must be assigned to an individual user within the purchasing company using their company-provided email address. Shared access to a license (e.g. [scienceteachers@abccompany.com](mailto:scienceteachers@abccompany.com) is not a permissible use and a violation of these Terms).
  - vi. The following refers to Educator Nearpod Users only. In order to access the Nearpod Materials, you may be required to provide certain information (such as name, email, etc.) as more particularly described in our [Privacy Policy](#). You agree that any information you provide will always be accurate and complete, and you agree to update any such information if it changes.
- b. **Passwords.** Since Nearpod does not require students to have accounts, every account is designated for one named Educator Nearpod User, as defined above. You are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Nearpod Materials and you are responsible for all activities that occur under your account(s). Furthermore, you are solely responsible for any

consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorized activities conducted by you. If you become aware of any unauthorized use of your password or of your account, you agree to notify Nearpod immediately at [notices@nearpod.com](mailto:notices@nearpod.com).

c. Payments.

i. For Individual Licenses (Gold or Platinum), each a "Paid Account":

1. Nearpod offers you the option of upgrading your account (e.g. from Silver to either Gold or Platinum) to increase your storage and enjoy additional features for a fee. If you choose to upgrade, your account will be converted to a Paid Account and will not be subject to some of the restrictions placed on Free Accounts as described at <https://nearpod.com/pricing>. We may change our subscription fee at any time, in our sole discretion, at the end of your subscription period as long as we notify you first by either emailing you to the address associated with your account or by posting on our website.
2. Nearpod accepts credit cards and certain other specified payment methods and will automatically charge your payment instrument on file before upgrading your account, if available; or request the necessary information if we do not. In the event we are not able to charge your payment instrument for applicable charges, we may suspend your account until due amounts are paid. Additionally, if your Nearpod balance is not paid within seven (7) calendar days after Nearpod provides you with notification that your account is in arrears, Nearpod reserves the right to use our discretion to delete some or all of your files so as to reduce your storage space and to convert your Nearpod Paid Account back to a Free Account.
3. The fees for your Paid Account will be billed from the date you convert to a Paid Account and on each year thereafter unless and until you cancel your account. Nearpod will automatically bill your credit card on the calendar day corresponding to the commencement of your Paid Account and annually thereafter. All fees and charges are prepaid and nonrefundable, and there are no refunds or credits for partially used periods. If payment is not received from the credit card issuer, you agree to pay all amounts due upon demand. You must provide current, complete and accurate billing and credit card information, and you agree to pay all costs of collection, including attorney's fees and costs, on any outstanding balance. In certain instances, the issuer of

the credit card may charge a foreign transaction fee or related charges, which you shall be responsible to pay.

4. *Cancelling your account.* You may cancel your Nearpod Paid Account at any time, and cancellation will be effective immediately by contacting [notices@nearpod.com](mailto:notices@nearpod.com). Your Nearpod Paid Account will continue in effect unless and until you cancel your Nearpod Paid Account or we terminate it, according to the terms above. You must cancel your Paid Account before it renews in order to avoid billing of the next period's fees to your credit card. Should you elect to cancel your Paid Account, please note that you will not be issued a refund for any previous payments.
5. *Taxes.* If Nearpod has the legal obligation to pay or collect taxes for which you are responsible, including but not limited to, sales, use, transfer, privilege, excise, and all other taxes and duties that are levied or imposed by reason of Nearpod's performance under these Terms, the appropriate amount shall be invoiced to and paid by you, unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority.

ii. For School or District Licenses:

1. Educational institutions are charged directly for the services. This Agreement shall be renewed automatically for successive periods of one (1) year unless you provide Nearpod with a written notice to the contrary ninety (90) days prior to the end of each renewal term. Each Renewal Term shall incorporate and be governed by Nearpod's then current pricing.
2. If a credit card is used to make a purchase for more than Five Thousand Dollars (\$5,000.00), an additional fee may be assessed.

2. Nearpod Materials and Content Ownership and License.

- a. *Nearpod's Ownership.* The Nearpod Materials (including past, present, and future versions) contain Content that is owned by or licensed to us. Content means all the text, graphics, user interfaces, visual interfaces, photographs, logos, sounds, music, artwork, activities, assessments, printables, pictures, video, animation, characters, audio clips, trademarks, trade names, service marks, computer code displayed on or available through the Nearpod Materials; the design, layout, look, appearance, structure, selection, coordination, expression, arrangement and graphics of such materials, all materials and other items relating to the Nearpod Materials, the Nearpod services and the Nearpod products; and any and

all other forms of intellectual property. Reproduction of the Nearpod Materials or Content outside the Nearpod Materials' functionality is prohibited. Nearpod owns (or has a license to use) all legal right, title, and interest in and to the Nearpod Materials or Content, including any intellectual property rights, whether those rights are registered or not, and wherever in the world those rights may exist, subject to the rights of third-parties from whom Nearpod licenses Content.

- b. *License.* Subject to your strict compliance with these Terms and Conditions and payment of all applicable fees, our [Privacy Policy](#), any additional terms that may be mutually agreed, and your payment of any applicable subscription fees, we grant you a limited, non-exclusive, non-sublicensable, non-transferable, revocable, and non-assignable license and right to access, use, reproduce, distribute, publicly perform, and display the Nearpod Services and Content and/or print one copy (or download one copy to a local or cloud hosted drive) of the Content for your personal, noncommercial use only, to the extent permitted within the Nearpod Materials' functionalities. The license does not give you any ownership or interest in any intellectual property of the Nearpod Materials or Content and you cannot otherwise use the Content or Nearpod Materials, without our express, prior, written consent. Nearpod and/or our licensors hereby reserve all rights in and to the Nearpod Services or Content (as the context may require) not expressly granted in these Terms and Conditions. Except as expressly permitted in these Terms and Conditions or with Nearpod prior express written consent, no part of the Nearpod Materials or Content may be used, copied, reproduced, distributed, uploaded, posted, publicly displayed, translated, transmitted, sold, licensed, or otherwise used for any reason whatsoever.

c. *User-Generated Content.*

- i. By using the Nearpod Materials, you may provide or create contents and any other materials, information, ideas, concepts, and know-how ("User-generated Content"). Under no circumstances will Nearpod become liable for any payment to you for any information that you provide. You, and not Nearpod, are solely responsible for any User-Generated Content you make available through your use of the Nearpod Materials. Nearpod does not control the User-Generated Content hosted via the Nearpod Materials, nor does it guarantee the accuracy, integrity or quality of such User-Generated Content. Except as expressly set forth in these Terms and Conditions, users shall retain all rights, including intellectual

property rights, for User-Generated Content that they create with their Nearpod account, unless they enter a publishing agreement with Nearpod. You acknowledge that all posted User-Generated Content is stored on and made available through the Nearpod Materials by Nearpod's servers and not on your device. You understand that all User-Generated Content is provided to you through the Nearpod Materials via the internet and Nearpod does not guarantee that the internet will be uninterrupted or error free. You understand that User-Generated Content may not be error free and User-Generated Content in violation of these Term may not be available to you.

- ii. Although the Nearpod account owner is and remains the owner of any data, including student content, submitted through the Nearpod Materials, you grant us a perpetual, irrevocable, worldwide, sub-licensable, royalty-free, and transferable right and license to use, reproduce, publish, display, modify, make derivative works of, transmit and copy your anonymized content and to additionally distribute and publicly perform your content solely in connection with providing you the Nearpod Materials for educational purposes, in any media formats and through any media channels for the purposes of delivering the services to you. You also hereby grant to each of your users of the Nearpod Materials a non-exclusive license to access and view your anonymized User-Generated Content as permitted by the functionality of the Nearpod Materials and these Terms and Conditions (e.g. if you are part of a school or district license, the Nearpod Materials contain functionalities that allow you to share your User-Generated Content with other member of your school and/or district but does not make your User-Generated Content available to unaffiliated third parties). For the avoidance of doubt, such anonymized User-Generated Content shall not include any personally identifiable information.

d. *Nearpod Materials, Content Use Restrictions, and Customer Obligations.*

- i. You will not and will not attempt to: (i) license, sublicense, copy, duplicate, distribute, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, reproduce, sell, trade, or resell the Nearpod Materials or Content (including, without limitation, the reproduction, sale, trading or resale of Nearpod Materials or Content customized by other Nearpod users) without our prior written agreement; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of the Nearpod Materials are compiled or interpreted, and you acknowledge that nothing in these Terms will be construed to grant you any right to obtain or use such code; (iii) create any derivative product from of the foregoing,

without our prior consent; (iv) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, or pledge as security or otherwise encumber, your rights under these Terms; (v) remove any title, trademark, copyright, or restricted rights notices or labels from the Nearpod Materials or related documentation; or (vi) share accounts. **We take privacy seriously. As such, if you (or in the case of a school, district, or multi-seat license account, as administrator) learns that the license users are sharing accounts, you must notify the user that they are not to share accounts or passwords. If the user continues to share their account or password with someone else, you must notify us at [privacy@nearpod.com](mailto:privacy@nearpod.com) within twenty-four (24) hours.**

Notwithstanding anything to the contrary in this section or otherwise, the Nearpod Materials may include functionality that will allow you to create new content slides, delete slides and certain other editing functionality. These activities are permitted to the extent enabled within the Nearpod Materials, provided that such edited content is used solely for private educational purposes of the user.

- ii. You will be responsible for (i) internet connectivity needed to access the Nearpod Materials; (ii) your (and in the case of a school, district, or multiple user seat license your employees, agents, members, contractors, or representatives') compliance with these Terms and our Privacy Policy ([www.nearpod.com/privacy-policy](http://www.nearpod.com/privacy-policy)); and (iii) your User-Generated Content (and in the case of a school, district, or multiple user seat license) your employees, agents, members, contractors, or representatives' user-generated content, as more particularly described above.
- iii. You may not use the Nearpod Materials in any manner that in our sole discretion could damage, disable, overburden, impair or interfere with any other party's use of them. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Nearpod Materials. You agree not to scrape or otherwise use automated means to access or gather information from the Nearpod Materials, and agree not to bypass any robot exclusion measures we may put in place. In addition, you agree not to use false or misleading information in connection with your user account, and acknowledge that we reserve the right to disable any user account with a profile which we believe (in our sole discretion) is false or misleading (including a profile that impersonates a third party).
- iv. In connection with your User-Generated Content, you further agree that you will not: (i) use material that is subject to third party intellectual property or proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to

- grant Nearpod all of the license rights granted herein; (ii) use material that is unlawful, defamatory, libelous, threatening, pornographic, obscene, harassing, hateful, racially or ethnically offensive or encourages conduct that would be considered a criminal offense, violate any law or is otherwise inappropriate; or (iii) post advertisements or marketing content or solicitations of business, or any content of a commercial nature.
- v. We may provide various open communication tools on the Nearpod Materials for Educator Nearpod Users, such as blog comments, blog posts, chat forums, message boards, and the like. By posting information or otherwise using any open communication tools as mentioned, you agree that you will not upload, post, share, or otherwise distribute any content that: (i) is illegal, threatening, defamatory, harassing, degrading, intimidating, fraudulent, racist, and pornographic or contains any type of inappropriate or explicit language; (ii) infringes any trademark, copyright, trade secret, or other proprietary right of any party; (iii) attempts any type of unauthorized advertising; or (iv) violates any applicable law or regulation.

e. *Content created by Third-Parties.*

- i. The Nearpod Materials provide the ability for Educator Nearpod Users to create their own content, that can be shared to third-parties (never directly with students, unless the creator is the students' educator). You acknowledge and agree that Nearpod is not responsible and shall have no liability for the content created by Nearpod Adult Users. You hereby acknowledge that you may be exposed to content from other users that is inaccurate, offensive, obscene, indecent, or objectionable when using the Nearpod Materials, and further acknowledge that Nearpod does not have any obligation to monitor such content for any purpose. Furthermore, as a teacher and/or educator, you hereby acknowledge that you will review content that others may provide or share with you, prior to sharing or showing it to your students. However, we reserve the right at all times to determine whether content is appropriate and in compliance with these Terms and Conditions, and may pre-screen and remove content at any time if such content is found to be in violation of these Terms and Conditions or is otherwise objectionable.
- ii. Additionally, the Nearpod Materials may access third-party services through API's or links to third-party providers, including [YouTube](#)<sup>1</sup>. You acknowledge and agree that Nearpod is not responsible and shall have no liability for such third-party sites and services,

<sup>1</sup> You can review Google's Privacy Policy [here](#); and update or revoke your Google Permission [here](#).

products or services made available through- them, or your use of or interaction with them. Whether the third-party content appears within our Services (such as in an embedded video player), or you leave our Services to view the content on another website, the third party is in control of and independently produces, maintains, and monitors the content and third-party sites. When you watch third-party content that is made available through the Services or navigate to such third-party sites, you become subject to the third party's terms of use and privacy policies. You should review the privacy policies of these third-party sites for their policies and practices regarding the collection and use of your information as their policies may differ from ours. We do not accept any responsibility or liability for the privacy practices of third parties.

- f. *Wireless Features.* Use of Nearpod's mobile applications requires usage of data and messaging services provided by your wireless service carrier. You acknowledge and agree that you are solely responsible for data usage fees, messaging fees and any other fees that your wireless service carrier may charge in connection with your use of the Nearpod Materials.
- g. *Rights to Process Data.* You represent and warrant that you have the proper authority to designate and, as a result of engaging with the Nearpod Materials do hereby designate, Nearpod a "school official" within the meaning of FERPA. Nearpod will be under your direction with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA, and we may use personally identifiable information and education records only as set forth under these Terms.
  - i. Please note: If your school or district requires additional privacy agreements to be executed, please email: [vendorforms@nearpod.com](mailto:vendorforms@nearpod.com).

### 3. Copyright Claims (Digital Millennium Copyright Act).

- a. Nearpod respects the intellectual property rights of others and requires that the people who use the Nearpod Materials do the same. It is our policy to respond promptly to claims of intellectual property misuse. Our procedures for responding to alleged copyright infringement are consistent with the form suggested by the United States Digital Millennium Copyright Act, the text of which can be found at the U.S. Copyright Office web site <http://www.copyright.gov/legislation/dmca.pdf>. Please note that you will be liable for damages (including costs and attorneys' fees) if you make any material misrepresentations when making or countering a copyright infringement claim.

- b. If you believe that your work has been copied and is accessible on the Nearpod Materials in a way that constitutes copyright infringement, you may notify us by providing our copyright agent with the following information in writing:
- i. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
  - ii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Nearpod to locate the material (e.g., URL).
  - iii. Information reasonably sufficient to permit Nearpod to contact you, such as name, postal address, telephone number, and, if available, an email address at which you may be contacted.
  - iv. Include the following statement: "I have a good faith belief that use of the material described above in the manner complained of is not authorized by the copyright owner, its agent, or the law."
  - v. Include the following statement: "The information in the notification is accurate, and under penalty of perjury, I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
  - vi. A physical, electronic or digital signature, in a form reasonably acceptable to Nearpod, of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
  - vii. Send written communication to the following contact: Nearpod Inc., Attn: Legal Department, **1855 Griffin Rd., A290, Dania Beach, FL 33004**
  - viii. Send electronically-signed communication to [notices@nearpod.com](mailto:notices@nearpod.com).
- c. DMCA Counter-Notification Procedure: After receiving a notification of alleged infringement, Nearpod will remove or disable access to the material claimed to be infringing or claimed to be the subject of infringing activity. At the same time, Nearpod will provide the provider of affected material with a copy of the notice. The provider of affected material may make a counter notification pursuant to sections 512(g)(2) and (3) of the Digital Millennium Copyright Act. Please be advised that you may be held liable for damages if you make material misrepresentations pursuant to federal law in the counter notification. When we receive a counter notification, we may reinstate the material in question. To file a counter notification with us, the provider of affected material must provide a written communication (by postal mail, overnight mail, or, when digitally-signed, by email) that sets forth the items specified below. To expedite our ability to process your counter notification, please use the following format (including section numbers):
- i. Identify the material that Nearpod has removed or to which Nearpod has disabled access and the location at which the material appeared before it was removed or access to it was disabled.

- ii. Provide your name, postal address, telephone number, email address, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in Miami, Florida (if your address is outside of the United States, for any judicial district in which Nearpod may be found), and that you will accept service of process from the person who provided the initial notification of infringement or an agent of such person.
  - iii. Include the following statement: "I swear, under penalty of perjury, that I have a good faith belief that the removed material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."
  - iv. Sign the paper or affix an electronic or digital signature to the communication in a form reasonably acceptable to Nearpod.
  - v. Send written communication to the following address: Nearpod Inc., Attn: Legal Department, 1855 Griffin Rd., A290, Dania Beach, FL 33004
  - vi. Send electronically- or digitally-signed communication to [notices@nearpod.com](mailto:notices@nearpod.com). Upon receipt of a counter notification in substantial compliance with the DMCA, Nearpod will provide the person who provided the initial notification of claimed infringement with a copy of the counter notification promptly. After receipt of the counter notification, Nearpod will generally replace the removed material and cease disabling access to it, unless Nearpod's designated agent first receives notice from the person who submitted the initial notification that such person has filed an action seeking a court order regarding the removed material.
- d. Nearpod is generally unable to evaluate the merits of trademark disputes because trademark rights may be based on registration or common law use, exist only for certain categories of goods or services and may differ internationally. Therefore, Nearpod expects you to resolve trademark disputes directly with the individual rather than utilizing Nearpod as an intermediary.

#### 4. Collection of Data.

- a. Nearpod's Privacy Policy, at <https://nearpod.com/privacy-policy> (the "Privacy Policy"), describes the collection, use and disclosure of data and information (including location and usage data) by Nearpod in connection with the Nearpod Materials. The Privacy Policy, as may be updated by Nearpod from time to time in accordance with its terms, is hereby incorporated into these Terms and Conditions, and you hereby agree to the collection, use and disclose practices set forth therein; provided, that under no circumstances shall any terms within the Privacy Policy apply to you to the extent they conflict with these terms, limit or change the indemnity or limitation of liability terms of this agreement, or provide access to any of your personal information beyond the scope of this agreement.
- b. We reserve the right to anonymously track and report a user's activity inside of the Nearpod Materials using non-personally identifiable information as more fully discussed in our [Privacy Policy](#). We will not advertise or market to students who

use Nearpod, nor will any student information collected by Nearpod be shared with third parties in any way that violates applicable laws. Nearpod shall ensure any third parties comply with all relevant Terms, including provisions related to personal information. Any noncompliance by any third party or its respective employees or agents with the provisions of these Terms will constitute a breach by Nearpod. For teachers - Nearpod may send marketing emails to the address associated with the account. In addition, Nearpod may use targeted advertising on third party sites. Moreover, Nearpod will send out emails to teacher-users who may be eligible for a contest, sweepstakes, survey, or similar promotion that Nearpod may host. Nearpod does not run these types of promotions for students.

## 5. Termination and Suspension of Services.

- a. We may, at our sole discretion, suspend or terminate your access to all or part of the Nearpod Materials for breach of these Terms and Conditions where such breach is not cured within thirty (30) days of written notice.
- b. Upon termination for any reason, each party will, return or destroy (and a duly appointed officer will certify to such destruction) all copies of any confidential information in its possession of which it is aware and to which it has access and is reasonably able to destroy or delete. Nearpod shall be permitted to retain archived copies of relevant portions of data for a period of time that is consistent with applicable law, or as is reasonably necessary to comply with applicable law, regulation, legal process, or to continue to provide Nearpod Materials to individual end users pursuant to Nearpod's independent obligations to such individual end users. Notwithstanding anything to the contrary in these Terms or otherwise, this requirement does not apply to any backups that Nearpod may create in the usual course of business (i.e. Business Continuity Plans) unless that backup is used to restore Nearpod's systems, at which point, the data belonging to You will be deleted.

## 6. Representations, Warranties and Disclaimers.

- a. Representations and Warranties by You.
  - i. You represent and warrant that, in connection with these Terms and Conditions or the Nearpod Materials: (i) your use of the Nearpod Materials will be in strict accordance with these Terms and Conditions and with all applicable laws and regulations (including, without limitation, any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content); (ii) your User-Generated Content and your use of the Nearpod Materials will not infringe or misappropriate the intellectual property rights of any third party; (iii) you will not and will not attempt to re-join or attempt to use the Nearpod Materials if Nearpod has banned or suspended you; (iv) you will not and will not attempt to defraud Nearpod or another user; (v) that you, to the extent applicable, are duly organized, validly existing and in good standing

under the laws of the jurisdiction of your incorporation or organization; (vi) that the execution or performance of these Terms will not conflict with or violate any provision of any law applicable to you; (vii) that by purchasing a subscription, creating an account, or otherwise using the Nearpod Materials you agree (and in the case of a school, district, or multi-seat license you agree on behalf of your accounts' users) to be bound by these Terms, that these terms will constitute a valid and binding obligation on you (and in the case of a school, district, or multi-seat license you agree on behalf of your accounts' users), and will be enforceable against you in accordance with the terms herein; (viii) you will comply with all applicable laws, statutes, regulations, or rules, without limitation, the Family Educational Rights and Privacy Act ("FERPA"), Children's Online Privacy Protection Act ("COPPA") and the Protection of Pupil Rights Amendment ("PPRA")(collectively "Laws"); and (ix) you will not and will not attempt to use another user's account or allow another person to use your user account. In addition to the representations and warranties above, Districts and/or Schools further represent and warrant that it and its members, employees, contractors, permitted successors, permitted assigns, permitted administrators, and permitted legal representatives will not share accounts between two or more users. User accounts may be reassigned to accommodate District's users changes, such as employee turnover, upon notice to Nearpod during the Subscription Period.

- ii. Any illegal activities undertaken in connection with the Nearpod Materials may be referred to the authorities.

b. Representations and Warranties by Nearpod.

- i. We represent and warrant that we have the full power and authority to enter into this agreement and will comply with all laws and regulations applicable to provision of the Nearpod Materials. We represent and warrant that we will remain in compliance with all applicable data protection laws, including obtaining any necessary consents for our processing of personal information in compliance with the terms of this agreement. Notwithstanding the immediately preceding sentence, as stated in our Privacy Policy, You will remain responsible for obtaining and/or providing the verifiable consent on behalf of Student Users for purposes of COPPA compliance. We will only use personal information to fulfill our obligations under this agreement and we are specifically prohibited from retaining, using, or disclosing any personal information obtained pursuant to this agreement for any purpose other than providing the Nearpod Materials to you. We will conduct regularly documented assessments of any third party who works on behalf of us in connection with our provision of the Nearpod Materials (prior to engagement and at reasonable intervals thereafter where appropriate), consistent with generally accepted industry standards, to ensure that such third parties are capable of complying with requirements regarding the privacy,

confidentiality and security of your personal information that are at least as protective as the requirements imposed on us under the agreement. We have disaster recovery and security plans, and procedures, consistent with industry standards and our contractual obligations, to safeguard the availability, security and integrity of your material data and information, including from unauthorized access and infection by viruses and other malware.

- ii. We represent and warrant that in the event that you, a Student Nearpod User, or the parent of a Student Nearpod User request or complain in relation to the Nearpod Materials, we shall cooperate with you and take such action as you may reasonably request to fulfill your obligations under any applicable data protection laws. When requested, we shall cooperate with you to promptly and effectively (a) provide access to, change, block, retain, use, return, ensure that all hardcopy and electronic information (e.g., papers, files, and media) is rendered permanently and completely unreadable and indecipherable, mask, disclose, transfer, and/or encrypt any personal information, in any manner reasonably requested by you; and (b) process enquiries, complaints and claims relating to personal information pursuant to applicable law from any government official, authority, or third parties, including requests for access, export, deletion, retention, rectification and blocking of personal information.
- iii. We represent and warrant that, upon your reasonable request, we will to the best of our ability, immediately suspend any deletion, destruction, or modification practices, or take other reasonable actions such as copying or imaging appropriate storage devices and maintaining activity logs for an extended period of time, so as to preserve such data.
- iv. We represent and warrant that we will immediately investigate any actual Data Breach (defined below) and provide a written report to you that contains all relevant details concerning the Data Breach as required under applicable law. Without limiting the foregoing, we also agree to provide reasonable assistance and cooperate with you in connection with a Data Breach (defined below) as required by applicable law.

c. Disclaimer of Warranties by Nearpod.

- i. EXCEPT FOR ITS COMMERCIALLY REASONABLE ACCURACY AND COMPLETENESS, THE NEARPOD MATERIALS ARE PROVIDED "AS IS" AND NEARPOD AND ITS LICENSORS, SERVICE PROVIDERS AND PARTNERS HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EXCEPT AS STATED ABOVE, NEARPOD DOES NOT MAKE ANY WARRANTY THAT THE NEARPOD MATERIALS OR THE INTERNET WILL BE ERROR-FREE OR THAT ACCESS THERETO WILL BE CONTINUOUS OR UNINTERRUPTED, OR THAT THE INTERNET, THE NEARPOD

MATERIALS OR THE SERVERS THAT MAKE AVAILABLE THE FEATURES AND FUNCTIONALITY THEREOF ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS; PROVIDED THAT THE NEARPOD MATERIALS SHALL BE AVAILABLE EXCEPT FOR REGULARLY SCHEDULED MAINTENANCE AND THE NEARPOD MATERIALS SHALL NOT KNOWINGLY CONTAIN VIRUSES OR OTHER HARMFUL COMPONENTS.

YOU UNDERSTAND THAT YOU USE THE INTERNET AT YOUR OWN DISCRETION AND RISK.

7. Limitation of Liability.

- a. EXCEPT FOR A PARTY'S BREACH OF SECTION 4 OR 6 OF THIS AGREEMENT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR A DATA BREACH (AS DEFINED IN SECTION 8), IN NO EVENT, EVEN IF YOU, NEARPOD OR A NEARPOD-AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WILL YOU, NEARPOD OR ANY AFFILIATES, CONTRACTORS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, OR THIRD PARTY PARTNERS, LICENSORS OR SERVICE PROVIDERS BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THESE TERMS AND CONDITIONS (INCLUDING YOUR INTERACTIONS WITH OTHER USERS) UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR: (I) ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; (II) THE COST OF PROCUREMENT FOR SUBSTITUTE PRODUCTS OR SERVICES; (III) FOR INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA; OR (IV) FOR ANY AMOUNTS THAT EXCEED THE FEES PAID BY YOU TO NEARPOD. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, IN WHICH CASE EACH PARTY'S LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

8. Indemnification.

- a. We agree to indemnify and hold harmless you and your respective directors, officers, employees, and agents from and against any and all third-party claims, losses, damages, liabilities, costs and expenses, including attorneys' fees (any of the foregoing, a "Claim"), arising out of or relating: to our negligence, gross negligence or willful misconduct, the Nearpod Materials, for Data Protection Losses due to the unauthorized access or disclosure that compromises the security, confidentiality or integrity of your personal information processed by us ("Data Breach"); or our breach of Section 4 or 6 of this Agreement, infringement, misappropriation or violation of the intellectual property or other rights of any other person or entity, provided that the foregoing does not obligate us to the

extent the Claim arises out of your intentional acts or omissions, willful misconduct or gross negligence. "Data Protection Losses" means all of your liabilities incurred as a result of a Data Breach of your information on Nearpod's platform, and caused by Nearpod's negligence, gross negligence or willful misconduct, including all: (i) such legal costs, claims, demands, actions, settlements, interest, charges, procedures, expenses, losses and damages (including relating to material or non-material damage); (ii) to the extent permitted by applicable law, administrative fines, penalties, sanctions, liabilities or other remedies imposed by a competent United States federal or state governmental authority(ii) compensation which is ordered by such governmental authority to be paid.

- b. You agree to indemnify and hold harmless Nearpod, its contractors, and its licensors, and their respective directors, officers, employees, and agents from and against any and all claims, losses, damages, liabilities, costs and expenses, including attorneys' fees (any of the foregoing, a "Claim"), arising out of or relating to your gross negligence, willful misconduct, or misuse of the Nearpod Materials, including but not limited to your breach of these Terms and Conditions or infringement, misappropriation or violation of the intellectual property or other rights of any other person or entity, provided that the foregoing does not obligate you to the extent the Claim arises out of Nearpod's willful misconduct or gross negligence. Nearpod reserves the right, at our own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these Claims.

## 9. Arbitration.

- a. This Section is referred to herein as the "Arbitration Agreement." The parties that any and all controversies, claims, or disputes between you and Nearpod arising out of, relating to, or resulting from these Terms and Conditions, shall be subject to binding arbitration pursuant to the terms and conditions of this Arbitration Agreement, and not any court action (other than a small claims court action to the extent the claim qualifies). The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.
- b. THIS PARAGRAPH IS REFERRED TO AS THE "CLASS ACTION WAIVER." THE PARTIES AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH PARTIES AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT

NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).

- c. Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures (the "AAA Rules"), as modified by this Arbitration Agreement. If there is any inconsistency between the AAA Rules and this Arbitration Agreement, the terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms and Conditions as a court would, including without limitation, the limitation of liability provisions above. You may visit <http://www.adr.org> for information on the AAA and <http://www.adr.org/fileacase> for information on how to file a claim against Nearpod.
- d. The arbitration shall be held in Philadelphia, Pennsylvania.. If the value of the relief sought is \$10,000 or less, you or Nearpod may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on each party, but subject to the arbitrator's discretion to require an in-person hearing if the circumstances warrant. Attendance at any in-person hearing may be made by telephone by either or both parties unless the arbitrator requires otherwise.
- e. The arbitrator will decide the substance of all claims in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of laws rules, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Nearpod Materials users, but is bound by rulings in prior arbitrations involving you to the extent required by applicable law.
- f. Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA's Rules. Each party will be responsible for all other fees it incurs in connection with the arbitration, including without limitation, all attorney fees.
- g. All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential for the benefit of all parties.
- h. If a court decides that any term or provision of this Arbitration Agreement other than the Class Action Waiver is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court decides that any of the provisions of the Class Action Waiver is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of these Terms and Conditions will continue to apply.

## 10. General Terms.

- a. *Changes to these Terms and Conditions.* Nearpod may make modifications, deletions and/or additions to these Terms and Conditions (“Changes”) With the exception of material Changes, Changes will be effective: (i) thirty (30) days after Nearpod provides notice of the Changes, whether such notice is posted to Nearpod, is sent to the email address associated with your account or otherwise; or (ii) when you opt-in or otherwise expressly agree to the Changes or a version of these Terms and Conditions incorporating the Changes, whichever comes first. Material Changes, including, without limitation, any change to Nearpod’s rights as it relates to your payment obligations, indemnification, and representations and warranties, must be agreed to in writing and signed by both parties.
- b. *Communications by Us.* Under these Terms and Conditions, you consent to receive communications from Nearpod electronically.
- c. *Feedback.* You may, under certain circumstances, share feedback or ideas with us regarding the Nearpod Materials or Content at [feedback@nearpod.com](mailto:feedback@nearpod.com) or some other means. If you choose to share your feedback with us, you understand that (i) we are not required to take any action based on your feedback, or (ii) if we do take action based on your feedback, (x) you will have no expectation of review, approval, payment, or consideration of any type for any such feedback or ideas and (y) Nearpod will be free to use and exploit the feedback or ideas in our sole and absolute discretion.
- d. *Publicity.* Unless we have your prior written consent, we will not advertise, publicly announce, or provide to any other person, information relating to the existence of this agreement or use your (and in the case of your school or district its) name or logo, in any format for any promotion, publicity, or marketing of the Nearpod Materials.
- e. *Governing Law and Jurisdiction.* Except to the extent that applicable law, if any, provides otherwise, these Terms and Conditions and any access to or use of the Nearpod Materials will be governed by the laws of the Commonwealth of Pennsylvania. You agree that any action at law or in equity arising out of or relating to these Terms and Conditions or the Nearpod Materials that is not subject to arbitration under the Arbitration Section shall be filed only in the state or federal courts in Broward County, Florida (or a small claims court of the above-referenced jurisdiction) and you hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action.
- f. *Waiver.* The failure of any party at any time to require performance of any provision of these Terms and Conditions shall in no manner affect such party’s right at a later time to enforce the same. A waiver of any breach of any provision of these Terms and Conditions shall not be construed as a continuing waiver of other breaches of the same or other provisions of these Terms and Conditions.
- g. *Severability.* If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this

Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

- h. *Assignment.* These Terms and Conditions, and any rights and licenses granted hereunder, may not be transferred or assigned by you or Nearpod unless to Nearpod's affiliates.
- i. *Entire Understanding & Amendments.* This is the entire agreement between us relating to the subject matter herein and shall not be modified except in a writing, signed by both parties, or by a change to these Terms and Conditions made by Nearpod as set forth in Section 10(a) above.
- j. *Headings.* The section headings contained in this agreement are for reference purposes only and shall not affect the meaning or interpretation of this agreement.
- k. *Drafting.* You agree that these Terms and Conditions will not be construed against us because we drafted them.
- l. *Contact Information:*

1855 Griffin Rd., A290  
Dania Beach, FL 33004

The parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**Signed:**

**NEARPOD INC.**

**SAUCON VALLEY SCHOOL DISTRICT**

By:  \_\_\_\_\_  
3380AEC68E0FE484...

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

Name: Jose Carrera

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

Title: Chief Executive Officer

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

Date: 6/11/2020

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



# Customer Agreement

Newsela  
620 8<sup>th</sup> Avenue, 21<sup>st</sup> Floor  
New York, NY 10018  
United States of America

**Customer Agreement No.** Q-27303  
**Newsela Sales Rep:** Amanda Diesel  
**Contact Email:** amanda.diesel@newsela.com  
**Offer Date:** June 4, 2020  
**Expiration Date:** June 30, 2020

**To** Lynn Cheddar  
Saucon Valley School District  
2097 Polk Valley Rd  
Hellertown, PA  
18055-2400

## Billing Information

Billing Frequency:  
Payment Terms: Net 30  
Billing Schedule:

Qty	Products/Services	List Price
1	Newsela	\$18,240.00
<b>Contract Grand Total</b>		<b>\$18,240.00</b>

The subscription for the Products/Services shall commence as of the "Subscription Start Date" and continue through the "Subscription End Date" (a "Contract Term"). The Subscription Start Date for this Customer Agreement will be the later of (a) the Target Start Date set forth above, (b) the date on which this Customer Agreement has been executed by the Customer (the "Execution Date") or (c) the invoice date within the "Billing Information" section above. The Subscription End Date for this Customer Agreement will be that date which is the length of the Term after the Subscription Start Date.

Failure of the Customer to make use of the Products/Services during the Contract Term shall not extend Newsela's obligation to deliver those Products/Services beyond the Subscription End Date of that Contract Term.

Following the Subscription End Date, unless prohibited by law, this Customer Agreement will automatically renew for the Products/Services licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a 'Renewal Term'), unless either party provides the other party with written notice of cancellation at least thirty (30) days prior to the then current Subscription End Date. Prices in any Renewal Term will increase by up to 10% above the applicable pricing (excluding any One-Time Discounts) in the prior Contract Term, unless Newsela provides notice of different pricing at least 60 days prior to the applicable Renewal Term.

Once this Customer Agreement has been signed, the Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above. Service will be suspended at Newsela's discretion if payment is not received by Newsela in accordance with the Payment Terms noted above. Failure of the Customer to use the Products/Services shall not relieve Customer of its obligation to pay hereunder.

This Customer Agreement is subject to Newsela's Terms of Use and Privacy Policy.

Terms of Use: <https://newsela.com/pages/terms-of-use/>

Privacy Policy: <https://newsela.com/pages/privacy-policy/>

**This Customer Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral understandings, proposals, bids, offers, negotiations, agreements or communications of every kind. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.**

**Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents immediately to [salestax@newsela.com](mailto:salestax@newsela.com).**

**Purchase Order Information**

If you need a Purchase Order, please fill out the following information.

PO Required:

PO Number:

PO Amount:

**The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer and Newsela has the right to rely on that authorization.**

<b>Authorized Signature:</b>	<p style="font-size: small;">DocuSigned by:</p>  <p style="font-size: x-small;">1B8FC6DAFE174C6...</p>	<b>Date of Signature:</b> 6/4/2020
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**Appendix**

School	Products/Services	License Dates
SAUCON VALLEY MIDDLE SCHOOL	Newsela ELA	07/01/20 To 06/30/21
SAUCON VALLEY ELEMENTARY SCHOOL	Newsela ELA	07/01/20 To 06/30/21
SAUCON VALLEY HIGH SCHOOL	Newsela ELA	07/01/20 To 06/30/21
SAUCON VALLEY MIDDLE SCHOOL	All Access PD Pass - School License	07/01/20 To 06/30/21
SAUCON VALLEY ELEMENTARY SCHOOL	All Access PD Pass - School License	07/01/20 To 06/30/21
SAUCON VALLEY HIGH SCHOOL	All Access PD Pass - School License	07/01/20 To 06/30/21