

Saucon Valley School District

Regular Meeting of the Board of Education

June 24, 2025

High School Audion

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

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

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

Agenda

6:00 pm – Executive Session for the purpose of Settlement, Personnel, Safety Report

- I. **Call to the Order** – *Cedric Dettmar, President, presiding*
- II. **Pledge of Allegiance**
- III. **Recording of Attendance** – *Judith Riegel, Board Secretary*
- IV. **Motion to Approve Agenda**
- V. **Announcement of Executive Session** – Settlement, Personnel, Safety Report
- VI. **Approval of Minutes** – June 10, 2025
- VII. **Recognition** – None
- VIII. **Presentation** – None
- IX. **Superintendent's Report** – *Jaime Vlasaty, Superintendent*
- X. **Courtesy of the Floor to Visitors – Agenda Items Only** – *Visitors should state their name and address.*
- XI. **Presentation of Bills** – *David Bonenberger*
 - A. General Expenditures – \$487,513.88
 - B. Cafeteria Expenditures – \$ 7,399.30
 - C. Health Benefits – \$15,780.65
 - D. Capital Projects – None

Recommendations for Approval

Presentation of Bills

1. Approve the above Presentation of Bills.

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

XII. Treasurer's Report – Donald Carpenter/David Bonenberger

- A. Cash Investment and Bond Activity
- B. Condensed Board Summary Report
- C. Budget Transfers – \$3,911.63
- D. Middle School Activity Report – May 31, 2025
- E. High School Activity Report – None

Recommendations for Approval**Treasurer's Report**

1. Approve the above Treasurer's Report.

Recommendation: To approve all motions and recommendations listed in the Treasurer's Report.

XIII. AGENDA ITEMS**A. Education****Items/Projects for Discussion**

- A. eSpark Math & SpringMath Presentation – Amy Braxmeier

Recommendations for Approval**Bancroft**

1. Approve the agreement with Bancroft for educational services for student #2808931603 for the 2025-2026 school year.

Lakeside Youth Service

2. Approve the agreement with Lakeside Youth Service for educational and therapeutic support services, rates per the attached agreement summary.

Center for Humanistic Change Agreement

3. Approve the agreement with the Center for Humanistic Change (CHC) to provide Liaison services to support the Student Assistance Program (SAP) for the 2025-2026 school year.

Settlement Agreement

4. Approve a settlement agreement for student #3354981946.

SpringMath

5. Approve the purchase of SpringMath, a K-4 supplemental math program, at a cost of \$10,090.00, for the 2025-2026 school year.

eSpark Math

6. Approve the purchase of a pilot of eSpark Math, a K-2 supplemental resource, at a cost of \$6,135.00, for a one-year pilot.

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

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

- A. None

Recommendations for Approval**High School Principal**

1. Approve Dr. Richard Kaskey as the Saucon Valley High School Principal at \$165,000.00, effective July 1, 2025.

Transportation Administrative Assistant

2. Approve Jennifer Haines as Full-Time Transportation Administrative Assistant, AA4, at an hourly rate of \$19.79 with benefits per the current Administrative Assistants Compensation and Benefits Plan, effective upon completion of employment paperwork.

School Counselor/Mental Health

3. Approve Angela Rohrbaugh as a School Counselor/Mental Health, at Masters+ 30, Step 5, \$80,628.00, effective for the 2025-2026 school year.

School Nurse

4. Approve Kelly Miller as a School Nurse at Bachelors, Step 2, \$62,425.00, effective for the 2025-2026 school year.

Sabbatical Extension

5. Approve an extension of an educational sabbatical for Amanda Holveck, to include the Spring semester of 2026. She will return to her teaching duties for the beginning of the 2026-2027 school year.

Market Rate Adjustment

6. Motion to approve the market rate adjustment of 3% per the Administrators and Supervisors Compensation and Benefits Plan, effective July 1, 2025.

Retirement

7. Approve the retirement of Edward Risi, accounts payable clerk, effective August 29, 2025.

Resignation

8. Approve the resignation of Felicia Stone, special education teacher, effective August 18, 2025.

Resignation

9. Approve the resignation of Wil-Quon Clemons, paraprofessional, effective June 6, 2025.

2025-2026 Athletic Coach Resignation

10. Approve the resignation of Tyler Horton - Boys Soccer Coach, effective June 25, 2025.

2025-2026 Athletic Coaches

11. Approve the following 2025-2026 Athletic Coaches:

Football

Assist. Coach	Garret Bisbing	\$5,000.00
Assist. Coach	Michael McClarin	\$5,000.00
Assist. Coach	Angelo Lucci	\$3,500.00
Assist. Coach	Gordy Frack	\$3,200.00
Assist. Coach	Mason Stewert	\$2,154.00
Assist. Coach	Andrew Brett	\$2,154.00
Assist. Coach	Tyler Donchez	\$2,154.00
Assist. Coach	Jalen Richardson	\$2,000.00
Assist. Coach	Chris Casciotti	\$2,000.00
Assist. Coach	Josh May	\$1,500.00
Assist. Coach	Greg Trexler	Volunteer
Assist. Coach	Carrington Smith	Volunteer
Equipment	Jason Denkel	\$2,578.00
Head MS Coach	Dylan Geno	\$3,739.00
Assist. Coach	Ian Kulp	\$2,320.00

Field Hockey

Assist. Coach	Lauren Musselman	\$3,263.00
Assist. Coach	Mallory Brown	\$1,140.00
Assist. Coach	Matt Omdahl	Volunteer
Jr.High Head Coach	Doug Chambers	\$3,323.00
Assist. Coach	Katie Marker	\$2,901.00

Sideline Cheerleading

MS Head Coach	Mackenzie Kichline	\$2,300.00
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Girls Tennis

Assist. Coach	Deb Philpotts	\$1,200.00
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Girls Volleyball

Assist. Coach	Melissa Parsons	\$3,291.00
Head MS Coach	Amya Rivera-Soto	\$3,086.00
Assist. Coach	Ashley Rostkowski	\$1,029.00

Golf

Assist. Coach	Robert Pasternak	\$1,131.00
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Girls Soccer

Assist. Coach	Rocco Policare	\$3,600.00
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Competitive Spirit

Head Coach	Regina Albano	\$3,500.00
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Girls Basketball

Assist. Coach	Jen Kish-Russ	\$5,550.00
Assist. Coach	Jenna Auriemma-Brinkley	\$4,350.00

Marching Band Drill Writer

12. Approve Ken Zimmerman as the 2025-2026 Marching Band Drill writer with a stipend of \$3,000.00.

Equipment Manager

13. Approve James Peer as the 2024-2025 District Athletic Equipment Manager at a stipend of: Fall-\$984.75, Winter-\$757.50, Spring-\$984.75

Release Agreement

14. Approve the release agreement for employee #1406, effective June 16, 2025.5.

Educational Sabbatical

15. Approve an educational sabbatical for Melissa Maynard for the 2026 Spring semester. She will return to her teaching duties for the beginning of the 2026-2027 school year.

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

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

- A Facilities Committee Meeting Summary – June 11, 2025

Surplus/Obsolete

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

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

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

- A. Finance Committee Meeting Summary – June 11, 2025

2025-2026 Final Budget*

1. Approve the 2025-2026 final budget, consistent with school code, in the amount of \$ 56,603,981 for the operation of schools and \$2,609,903 for the BAVTS expansion project, for a total of \$59,213,884, with \$4,175,759 coming from fund balance. There will be a 0% tax increase. The millage rate will remain at 55.2055

2025-2026 Homestead and Farmstead Exclusion Resolution *

2. Approve the attached 2025-2026 Homestead and Farmstead Exclusion Resolution based on the school district real estate tax rate of 55.2055 with an exclusion for each approved homestead and farmstead in the amount of \$345.64.

Commitment Language of Fund Balance

3. Approve the following categories regarding the Commitment of Fund Balance for the fiscal year ending June 30, 2025, as required per GASB54. The categories are GASB 45 Post-Retirement Costs; Reserve for Health Benefits; Capital Improvements/Replacement; and Post-Retirement Benefits other than healthcare.

2025-2026 District Maintenance Contracts*

4. Approve the attached 2025-2026 District Contracts with:
BJ Terroni, Chrin Disposal, Burkholder HVAC, Cintas, Degler Whiting, Dude Solutions, Ehrlich, Emergency Services, ET&T, Hydra, Integritech, Johnson Control, Keystone, Kiriposki Inc, Mountain Environmental, Otis Elevator, ProAC Corp, ProShred, Safety-Kleen, Spangler Boyer, STEM Landscaping, Tomlinson Bomberger, Trane, Tristate, TuWay Radio, Tyler Technologies.

Solicitor Agreement

5. Motion to appoint Fox Rothschild LLP as Solicitor for the Saucon Valley School District from July 1, 2025, through June 30, 2026.

Property Assessment Settlement

6. Motion to authorize Fox Rothschild LLP to enter into an agreement for the property located at 650 Northampton Street in Hellertown Borough, Northampton County, Pennsylvania, and further identified as parcel identification Q7SW2D 9 1 0715 setting (i) the assessment of the property at \$1,157,700 for tax year 2023 (School District tax year 2023-24), (ii) the assessment of the property of \$1,032,080 for tax year 2024 (School District tax year 2024-25), and (ii) the assessment of the property at \$968,240 for tax year 2025 (School District tax year 2025-26) and for each subsequent tax year until a change in the property's assessment pursuant to applicable law.

Purchase of Bus and Vans *

7. Approve the purchase of two 2025 Chevrolet Express 10-passenger vans for \$61,789.00 each from Bonner Chevrolet and one 2026 Blue Bird Vision 72-passenger Bus for \$125,750.00 from Brightbill Body Works.

District Road Resurfacing *

8. Approve the District roads' resurfacing not exceeding \$150,000.

Crossing Guard Resolution

9. Approve the attached resolution of the Saucon Valley School District Board of Directors regarding the hiring of School Crossing Guards within the District.

The Donovan Group, LLC

10. Approve the contract with The Donovan Group, LLC for school communication services for the 2025-2026 school year at a cost of \$4,000 per month.

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

E. Community Updates

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

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

G. Bethlehem Area Vo-Tech School – *Vivian Demko & Cedric Dettmar*
(Meetings are on the first Tuesday of every month)

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

I. PSBA Representative – *Donald Carpenter & Jay Santos*

J. New Business

K. Old Business

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

XV. Announcements

Future Meetings ~

June 24, 2025– 7 pm – Business Meeting – High School Audion

July 8, 2025– 7 pm – Business Meeting – High School Audion

XVI. Motion to Adjourn Meeting

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

The Business Meeting of the Board of Directors of the Saucon Valley School District was held on Tuesday, June 10, 2025, in the High School Audion. Present were Directors William Broun, Donald Carpenter, Vivian Demko - online, Laurel Erickson-Parson, Shamim Pakzad, and Jay Santos. Directors John Conte and Tracy Magnotta were absent. Also present were Jaime Vlasaty, Superintendent, Judith Riegel, Board Secretary, and Mark Fitzgerald, District Solicitor.

- I. **Call to the Order** – 7:18 pm - *Cedric Dettmar, President, presiding*
- II. **Pledge of Allegiance**
- III. **Recording of Attendance** – *Judith Riegel, Board Secretary*
7-present, 2-absent (Conte, Magnotta)
- IV. **Motion to Approve Agenda** – Director Santos, seconded by Director Erickson-Parsons, moved to approve the agenda. Vote: 7-yes, 0-no, 2-absent (Conte, Magnotta)
- V. **Announcement of Executive Session** – May 27, 2025 – after meeting – Personnel
June 4, 2025 – Personnel
June 10, 2025 - Personnel
- VI. **Approval of Minutes** – Director Carpenter, seconded by Director Erickson-Parsons, moved to approve the minutes of May 27, 2025. Vote: 7-yes, 0-no, 2-absent (Conte, Magnotta)
- VII. **Recognition** – None
- VIII. **Presentation** – None
- IX. **Superintendent's Report** – *Jaime Vlasaty, Superintendent* – Ms. Vlasaty did not have a report. Director Carpenter read a statement from the Board regarding the proposed teacher moves.
- X. **Courtesy of the Floor to Visitors – Agenda Items Only**
V. Ophhof-Cordaro – Welcomed Dr. Tinor to Saucon Valley.
- XI. **Presentation of Bills** – *David Bonenberger*
 - A. General Expenditures – \$621,527.62
 - B. Cafeteria Expenditures – \$9,079.13
 - C. Health Benefits – None
 - D. Capital Projects – None
 1. Approve the above Presentation of Bills.

Director Santos, seconded by Director Erickson-Parsons, moved to approve the Presentation of the Bills. Vote: 7-yes, 0-no, 2-absent (Conte, Magnotta)
- XII. **Treasurer's Report** – *Donald Carpenter/David Bonenberger*

No Agenda Items for Approval

XIII. AGENDA ITEMS

A. Education

1. Approve the second and final reading of the following policies:
246 – School Wellness
254 – Educational Opportunity for Military Children
2. Approve the following 2024-25 21st Century grants sponsored by the Saucon Valley Foundation for Educational Innovation:
High School Makerspace - \$3,000.00
High School & Middle School Robotics Program - \$10,000.00

Director Erickson Parsons, seconded by Director Santos, moved to approve Education Items # 1 & 2. Vote: 7-yes, 0-no, 2-absent (Conte& Magnotta)

B. Personnel

1. Consistent with the Public-School Code of 1949 and upon nomination of the Superintendent of Schools, the Board of School Directors hereby appoints Dr. Bruce Tinor as Assistant Superintendent for a time period July 1, 2025, through June 30, 2029. In approving this appointment, the Board of School Directors approves an employment contract for Dr. Tinor with a starting salary of \$165,000.00.

Director Carpenter, seconded by Director Erickson-Parsons, moved to approve Personnel Item #1. Vote: 7-yes, 0-no, 2-absent (Conte, Magnotta)

2. Approve the retirement of Richard Kuhns, bus driver, effective June 6, 2025.
3. Approve the resignation of Pamela Dobson, Instructional Technology Teacher, effective June 30, 2025.
4. Approve Glenn Brown as the Home/School Visitor for the 2025-2026 school year at an hourly wage of \$25.00, with no benefits.
5. Approve Elizabeth Kerosetz as an Assistant Fall Sideline Cheer Coach for \$1,500.00.
6. Approve Kristen Schlotter and Meredith Lesney as Summer Technology Assistants. Their schedule will be on an as-needed basis, but not to exceed a total of 100 hours during the summer. Salary is \$23/hour.

7. Approve Mason Stewart as a Full-Time RBT Paraprofessional at \$25.00 per hour with benefits per the current Educational Support Staff Agreement, effective for the 2025-2026 school year.
8. Approve David Michaylira as a Summer IEP Writer at \$45.00/hour.

Director Erickson-Parsons, seconded by Director Carpenter, moved to approve Personnel Items #2-8. Vote: 7-yes, 0-no, 2-absent (Conte, Magnotta)

C. Facilities

1. Approve the attached list of surplus/obsolete items.

Director Erickson-Parsons, seconded by Director Carpenter, moved to approve Personnel Items #2-8. Vote: 7-yes, 0-no, 2-absent (Conte, Magnotta)

D. Finance

2024-2025 Budget Timeline for the 2025-2026 School Year

June 10, 2025 (20 days prior to final budget adoption deadline) – *District Deadline* to make the 2025-2026 Proposed Final Budget available for public inspection on PDE-2028.

June 20, 2025 (10 days prior to final budget adoption deadline) – *District Deadline* to offer public notice of its intent to adopt the 2025-2026 final budget.

1. Approve the service agreement with Cardinal Point Homeland Security Group for providing protective service personnel for the 2025-2026 school year.
2. Approve the attached Senior Citizens Property Tax Rebate Resolution of 2025.
3. Approve the attached Pricing Amendment with EverDriven Technology for the 2025-2026 school year.

Director Erickson-Parsons, seconded by Director Carpenter, moved to approve Personnel Items #2-8. Vote: 7-yes, 0-no, 2-absent (Conte, Magnotta)

E. Community Updates

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

F. Northampton Community College – *Susan Baxter* - None

G. Bethlehem Area Vo-Tech School – *Vivian Demko & Cedric Dettmar* – meeting is 6/11/25.

H. Colonial Intermediate Unit – *Dr. Shamim Pakzad* - None

I. PSBA Representative – Donald Carpenter & Jay Santos - None**J. New Business –**

Director Broun commented on proposed teacher moves.

Director Pakzad commented on a study comparing brand-new teachers and experienced teachers when teaching new or unfamiliar subjects, and the resulting impact on student learning loss.

K. Old Business – None**XIV. Citizens' Inquiries and Comments –**

J. Tatu – Commented on Policies 309 & 409 and changes to those policies.

J. Munson-McCarthy – Asked for a roll call of board members regarding the statement read by Director Carpenter.

M. Flagg-Detwiler – Commented on the email she sent to the Board regarding the number of actual teachers being moved.

L. McCarthy – Commented that she wants to have as public record the Board members who support the statement read by Director Carpenter.

M. Lomangino – Commented on the canceled A&P meeting and asked about the date of the next one.

V. Opthof-Cordaro – Requested a roll call, also, asked if it was understood that the cost of keeping the budget low was moving teachers around.

K. Wechtler – Commented on world language teachers, we lost two, and there are currently no postings.

XV. Announcements**Future Meetings ~**

June 24, 2025– 7 pm – Business Meeting – High School Audion

July 8, 2025– 7 pm – Business Meeting – High School Audion

XVI. Motion to Adjourn Meeting – Board President Dettmar adjourned the meeting at 8:24 pm

ATTEST _____
Secretary

President

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GF - FULTON BANK - GENERAL **Payment Dates:** 06/25/2025 - 06/25/2025

Payment Categories: Regular Checks

Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
		ADVANCED ATHLETIC SERVICES	Softball/Baseball Infields		47,825.00
		BEHAVIORIAL HEALTH ASSOCIATES	PROF ED SERV - OTHER ED AGENCY		384.00
		BUCKS COUNTY INTERMEDIATE	PROFESSIONAL EDU SVC IU 5-12		2,897.50
		BUS PARTS WAREHOUSE	SUPPLIES - TRANSPORTATION		334.96
		CCIU- CHESTER COUNTY IU	PROFESSIONAL EDU SVC IU 5-12		3,490.41
		COLLEGE BOARD	Springboard-6th grade	Springboard Subscription	9,924.00
		EMPOWERED SCHOOL SOLUTIONS LLC	OTHER PROF SVC - ACCESS		275.00
		F.W. WEBB COMPANY	Supplies		60.82
		GLOBAL ARENA LLC	REG ED - PROF ED SVCS - MS - ESL		415.00
		HYDRA-NUMATIC SALES CO.	REPAIRS & MAINTENANCE		279.50
		J & J / MAIN STREET LEASING INC.	STUD TRANS CONT ATHLETICS POD		2,957.80
		KEYSTONE COLLECTIONS GROUP	TAX COLLECTION NORTH COUNTY		10,089.96
		LOWE AND MOYER GARAGE INC.	Supplies		532.82
		LOWER SAUCON TWP POLICE DEPT	PRINC OFFICE - SECURITY		449.46
		LOWE'S	MAINT SUPPLIES - ELEM	MAINT SUPPLIES - MS	88.26
		MARLIN LEASING CORP	LEASE PRINCIPAL EXPENDITURES		11,316.04
		MKSD ARCHITECTS	OTHER LIABILITIES		5,150.00
		PONDELEK'S	SUPPLIES - PRINCIPAL 9-12		683.95
		ROHRER BUS SALES INC.	Supplies		373.62
		SAUCON VALLEY SD SPORTS ACCT.	DUES & FEES ATHLETICS 9-12		50.00
		SBH AWARDS	Senior Award Plaques		1,296.00

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

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GF - FULTON BANK - GENERAL **Payment Dates:** 06/25/2025 - 06/25/2025

Payment Categories: Regular Checks
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
		SHOP SPECIALTIES	Yearly Machine Maintenance for Tech ED		1,559.00
		THE MORNING CALL	ADVERTISING		224.05
		TRISTATE HVAC EQUIPMENT	Maintenance Agreement Renewal	Parts & Labor to replace EEV Head for Room 419	6,900.00
10 - GENERAL FUND					107,557.15
Grand Total All Funds					107,557.15
Grand Total Credit Cards					0.00
Grand Total Direct Deposits					0.00
Grand Total Manual Checks					0.00
Grand Total Other Disbursement Non-negotiables					0.00
Grand Total Procurement Card Other Disbursement Non-negotiables					0.00
Grand Total Regular Checks					107,557.15
Grand Total Virtual Payments					0.00
Grand Total All Payments					107,557.15

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FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GF - FULTON BANK - GENERAL **Payment Dates:** 06/25/2025 - 06/25/2025

Payment Categories: Direct Deposits
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
		21ST CENTURY CYBER CHARTER SCHOOL	SPEC ED TUITION CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	10,386.25 ^D
		Achievement House Cyber Charter School	TUITION - CHARTER SCHOOLS		1,470.72 ^D
		AGORA CYBER CHARTER SCHOOL	TUITION - CHARTER SCHOOLS		5,882.90 ^D
		AMAZON CAPITAL SERVICES INC	Innovative Materials for Spanish Immersion Grant - supplies	FOUNDATION GRANT	1,790.93 ^D
		AMERICHEM	SUPPLIES - PLANT OPERATIONS		1,028.05 ^D
		ASCENDANCE TRUCKS PENNSYLVANIA LLC	SUPPLIES - TRANSPORTATION		355.55 ^D
		BANCROFT	SPEC ED NON-PUBLIC TUITION		4,700.00 ^D
		BAYADA HOME HEALTH CARE	PURCH PROF & TECH SVCS		503.75 ^D
		BSN SPORTS LLC	SUPPLIES TENNIS BOYS VARSITY	SUPPLIES TENNIS BOYS JV	792.29 ^D
		BUXMONT ACADEMY	TUITION - NON PUBLIC SPEC ED		8,581.60 ^D
		CAPSTONE SCHOOLS LLC	SPEC ED NON-PUBLIC TUITION		13,593.75 ^D
		CARDINAL POINT SECURITY GROUP	SECURITY SERVICES - DISTRICT		2,976.00 ^D
		CHRIN HAULING INC	Trash and Recycling		4,960.00 ^D
		COLONIAL INTERMEDIATE UNIT #20	SPECIAL ED IU CONTRACTED SVCS	CONF EMPL TRAINING K-4	31,555.06 ^D
		COMMONWEALTH CHARTER ACADEMY	TUITION - CHARTER SCHOOLS	SPEC ED TUITION CHARTER SCHOOL	93,339.56 ^D
		Complete Document Solutions, PA, LLC	PRINTING & BINDING PRINC K-4	PRINTING & BINDING	1,285.01 ^D
		CONSTELLATION ENERGY GAS SERVICES LLC	NATURAL GAS - PLANT OPERATIONS		3,744.61 ^D
		EAS WATER COFFEE PAPER	MAINT SUPPLIES - ELEM	MAINT SUPPLIES - MS	317.43 ^D
		EASTON ARTS ACADEMY ELEMENTARY CHARTER SCHOOL	TUITION - CHARTER SCHOOLS		2,941.45 ^D

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Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
		EVERDRIVEN TECHNOLOGIES LLC	Transportation Cont Carriers		3,854.95 <i>D</i>
		GENERAL HEALTHCARE RESOURCES, LLC	SPEC ED - OTHER PROF SERVICE		2,025.54 <i>D</i>
		GRAINGER	Supplies		910.70 <i>D</i>
		INSIGHT PA CYBER CHARTER SCHOOL	TUITION - CHARTER SCHOOLS		2,941.45 <i>D</i>
		INTEGRITEC INC.	Maintenance		479.17 <i>D</i>
		J.C. EHRLICH	REPAIRS & MAINTENANCE		618.46 <i>D</i>
		J.W. PEPPER & SON INC.	Blanket PO for Choir		61.99 <i>D</i>
		KASEYA US LLC	TECHNOLOGY ADMIN LIC & FEES		467.25 <i>D</i>
		KEITHS LOCK & DOOR SERVICE	REPAIRS & MAINTENANCE		213.00 <i>D</i>
		KELLY SERVICES INC	PROF SVCS		54,689.17 <i>D</i>
		LAKESIDE EDUCATIONAL NETWORK	SPEC ED NON-PUBLIC TUITION		600.00 <i>D</i>
		LARRY & ANTHONY FERRARO	SUPPLIES - PRINCIPAL 9-12		43.19 <i>D</i>
		LEHIGH LEARNING ACADEMY	SPEC ED NON-PUBLIC TUITION		4,074.00 <i>D</i>
		LEHIGH VALLEY DUAL LANGUAGE CHARTER SCHOOL	SPEC ED TUITION CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	4,997.83 <i>D</i>
		LISA MICHELLE BASARA	TRANSP - CONTRACT CARRIERS - COMP ED		1,400.00 <i>D</i>
		MICROBAC LABORATORIES INC.	Pool Testing		174.52 <i>D</i>
		MUSIC & ARTS	Repairs for Ms. Sakasitz/ Ms.		509.00 <i>D</i>
		NANCY BOHNHORST	TRAVEL-CONFERENCES/SEMINARS		103.03 <i>D</i>
		NAPA AUTO PARTS-HELLERTOWN	SUPPLIES - TRANSPORTATION		686.36 <i>D</i>
		NASSP	NJHS Membership		385.00 <i>D</i>

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FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GF - FULTON BANK - GENERAL **Payment Dates:** 06/25/2025 - 06/25/2025

Payment Categories: Direct Deposits
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
		Randi McCullough	SPECIAL ED TRAVEL		137.60 <i>D</i>
		REACH CYBER CHARTER SCHOOL	TUITION - CHARTER SCHOOLS		17,648.70 <i>D</i>
		ROBERT FREY	CURRICULUM TRAVEL	TRAVEL- CONFERENCES/SEMINARS	229.34 <i>D</i>
		Roberts Oxygen Co. Inc	Supplies		125.72 <i>D</i>
		Saucon True Value	Supplies		188.47 <i>D</i>
		SCHOOL SPECIALTY, LLC.	FOSS materials		56,454.96 <i>D</i>
		SEVEN GENERATIONS CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	SPEC ED TUITION CHARTER SCHOOL	18,820.02 <i>D</i>
		STEM LAWN CARE	Lawn Maintenance		7,525.00 <i>D</i>
		SV EDUCATIONAL SUPPORT PROFESSIONALS	SUPPORT STAFF DUES W/H PAYABLE		268.67 <i>D</i>
		UGI UTILITIES INC	NATURAL GAS - PLANT OPERATIONS		8,502.73 <i>D</i>
		UHS OF PENNSYLVANIA INC.	PROF ED SERV - OTHER ED AGENCY		300.00 <i>D</i>
		WEX HEALTH INC	PURCHASED PRO&TECH SVCS		316.00 <i>D</i>

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

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GF - FULTON BANK - GENERAL Payment Dates: 06/25/2025 - 06/25/2025

Payment Categories: Direct Deposits
Sort: Payment Number

10 - GENERAL FUND	379,956.73
Grand Total All Funds	379,956.73
Grand Total Credit Cards	0.00
Grand Total Direct Deposits	379,956.73
Grand Total Manual Checks	0.00
Grand Total Other Disbursement Non-negotiables	0.00
Grand Total Procurement Card Other Disbursement Non-negotiables	0.00
Grand Total Regular Checks	0.00
Grand Total Virtual Payments	0.00
Grand Total All Payments	379,956.73

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

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: CL - CAFE - FULTON(LAFAYETTE) **Payment Dates:** 06/25/2025 - 06/25/2025

Payment Categories: Regular Checks
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
		GOLD CREEK FOODS LLC	FOOD		5,182.08
		K&D FACTORY SERVICE	SUPPLIES		172.77
		PENNRIDGE NUTRITIONAL SERVICES	ADVERTISING		59.91
		POCONO MOUNTAIN DAIRIES	FOOD	MILK	1,984.54
50 - CAFETERIA					7,399.30
Grand Total All Funds					7,399.30
Grand Total Credit Cards					0.00
Grand Total Direct Deposits					0.00
Grand Total Manual Checks					0.00
Grand Total Other Disbursement Non-negotiables					0.00
Grand Total Procurement Card Other Disbursement Non-negotiables					0.00
Grand Total Regular Checks					7,399.30
Grand Total Virtual Payments					0.00
Grand Total All Payments					7,399.30

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

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: PH - PLGIT HEALTH BENEFIT **Payment Dates:** 05/28/2025 - 06/22/2025

Payment Categories: Regular Checks, Non-negotiable Disbursements, Direct Deposits, Manual Checks, Procurement Cards, Credit Cards

Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
* 00W4205041	05/28/2025	DELTA DENTAL	WEEKLY CLAIMS		1,702.42
* 00W4205043	05/28/2025	DELTA DENTAL	ADMIN FEES		1,108.56
* 00W4210117	06/04/2025	SYNCHRONY RX	FEES		3,366.92
* 00W4210118	06/04/2025	DELTA DENTAL	WEEKLY CLAIMS		1,817.28
* 00W4216450	06/12/2025	DELTA DENTAL	WEEKLY CLAIMS		2,393.76
* 00W4219790	06/18/2025	VISION BENEFITS OF AMERICA	MAY CLAIMS		1,115.20
* 00W4219791	06/18/2025	DELTA DENTAL	WEEKLY CLAIMS		3,404.62
* 00W4219792	06/18/2025	SYMETRA LIFE INSURANCE COMPANY	DED: SYM-CRITILL - Full Payroll Pay Date: 5/29/2025	DED: SYM-HOSPINDM - Full Payroll Pay Date: 5/29/2025	871.89
10 - GENERAL FUND					15,780.65
Grand Total All Funds					15,780.65
Grand Total Credit Cards					0.00
Grand Total Direct Deposits					0.00
Grand Total Manual Checks					0.00
Grand Total Other Disbursement Non-negotiables					15,780.65
Grand Total Procurement Card Other Disbursement Non-negotiables					0.00
Grand Total Regular Checks					0.00
Grand Total Virtual Payments					0.00
Grand Total All Payments					15,780.65

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

Cash, Investment and Bond Activity May 31, 2025

CASH ACCOUNTS

	Balance May 1, 2025	Earnings/Deposits	Disbursements	Balance May 31, 2025
PLGIT General	0.00	0.00	0.00	0.00
PLGIT Salary	0.00	0.00	0.00	0.00
PLGIT General (3)	580,227.83	4,917,062.62	2,660,979.52	2,836,310.93
PLGIT Reserve Class (3)	11,084,384.06	35,510.09	3,000,000.00	8,119,894.15
PLGIT Health Benefits	18,179.08	519,697.51	519,697.51	18,179.08
PLGIT Cafeteria	475,785.98	66,385.25	0.00	542,171.23
Fulton Payroll	591,802.24	1,343,327.34	1,934,243.48	886.10
Fulton General	1,109,267.19	1,220,321.81	1,246,161.23	1,083,427.77
Fulton Flexible Spending	33,307.98	14,560.88	15,343.82	32,525.04
Fulton Cafeteria	27,455.08	47,658.86	50,781.39	24,332.55
Total Cash Accounts	\$ 13,920,409.44	\$ 8,164,524.36	\$ 9,427,206.95	\$ 12,657,726.85

*Earnings/Deposits includes transfers of \$4,877,559.49 between accounts

**Disbursements includes transfers of \$4,877,559.49 between accounts

INVESTMENT ACCOUNTS

	Balance May 1, 2025	Earnings/Deposits	Disbursements	Balance May 31, 2025
PSDLAF	\$ 8,751,194.89	\$ 529,533.70	500,000.00	\$ 8,780,728.59
PLGIT / PLUS (61)	0.00	0.00	0.00	0.00
Total Investment Accounts	\$ 8,751,194.89	\$ 529,533.70	\$0.00	\$ 8,780,728.59

	Balance May 1, 2025	Earnings/Deposits	Disbursements	Balance May 31, 2025
1998 Construction Fund (195-04)	\$ -	\$ -	\$ -	\$ -
G.O. Bonds, Series of 2017 (195-14)	0.00	0.00	0.00	0.00
2003 Emmaus Bond, Const Fund (195-08)	0.00	0.00	0.00	0.00
Land Purchase GOB Series 2005 (195-10)	0.00	0.00	0.00	0.00
GESP Phase II GOB Series 2013A (195-12)	0.00	0.00	0.00	0.00
Total Bond Issue	\$ -	\$ -	\$ -	\$ -

CAPITAL RESERVE FUND

	Balance May 1, 2025	Earnings/Deposits	Disbursements	Balance May 31, 2025
Capital Reserve Fund	\$ 76.17	\$ 0.31	0.00	\$ 76.48

(UNADJUSTED)

Condensed Board Summary Report

From 05/01/2025 To 05/31/2025

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

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
10	GENERAL FUND						
1000							
1100							
1110	REG PROG ELEM/SECONDARY	22,688,689.38	2,316,499.28	17,583,240.98	107,827.39	4,997,621.01	77.97
	Total	22,688,689.38	2,316,499.28	17,583,240.98	107,827.39	4,997,621.01	77.97
1200							
1225	SPEECH	451,245.00	48,060.81	375,795.07	33.60	75,416.33	83.29
1231	EMOTIONAL SUPPORT	407,893.00	54,676.44	398,044.47	0.00	9,848.53	97.59
1241	LEARNING SUPPORT	8,281,138.50	958,207.83	7,557,519.09	175.37	723,444.04	91.26
1243	GIFTED SUPPORT	288,240.50	51,495.26	352,927.56	0.00	(64,687.06)	122.44
1270	MULTI-HANDICAPPED SUPPT	0.00	0.00	0.00	0.00	0.00	0.00
1290	OTHER SUPPORT	124,000.00	0.00	0.00	0.00	124,000.00	0.00
	Total	9,552,517.00	1,112,440.34	8,684,286.19	208.97	868,021.84	90.91
1300	VOCATIONAL EDUCATION						
1390	VOCATIONAL EDUCATION	1,080,587.00	85,292.00	1,080,921.38	0.00	(334.38)	100.03
	Total	1,080,587.00	85,292.00	1,080,921.38	0.00	(334.38)	100.03
1400	OTHER INSTR. PROGRAMS						
1410	DRIVERS' EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00
1420	SUMMER SCHOOL	22,648.00	0.00	37,229.86	0.00	(14,581.86)	164.38
1430	HOMEBOUND INSTRUCTION	13,448.00	7,771.01	42,387.66	0.00	(28,939.66)	315.20
1441	ADJ / COURT PLACED PROG	0.00	0.00	0.00	0.00	0.00	0.00
1442	ALTERNATIVE EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00
1450	INSTRUCTIONAL PROGRAMS	0.00	7,102.45	28,985.67	0.00	(28,985.67)	0.00
	OUTSIDE ESTD SCHOOL DAY						
1480	TITLE I	0.00	0.00	0.00	0.00	0.00	0.00

(UNADJUSTED)

Condensed Board Summary Report

From 05/01/2025 To 05/31/2025

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

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
1490	ACCOUNTABILITY	0.00	0.00	0.00	0.00	0.00	0.00
	Total	36,096.00	14,873.46	108,603.19	0.00	(72,507.19)	300.87
1500	NONPUBLIC SCHOOL PGMS						
1500	NONPUBLIC SCHOOL PGMS	0.00	0.00	0.00	0.00	0.00	0.00
	Total	0.00	0.00	0.00	0.00	0.00	0.00
1600							
1693	SPSHP COMMUNITY COLLEGE	287,673.00	23,043.75	264,629.25	0.00	23,043.75	91.99
	Total	287,673.00	23,043.75	264,629.25	0.00	23,043.75	91.99
2000							
2100	SUPPORT SERVICES PUPIL						
2120	GUIDANCE SERVICES	1,248,447.00	126,450.57	997,558.82	0.00	250,888.18	79.90
2130	ATTENDANCE SERVICES	3,800.00	6,082.05	29,247.76	0.00	(25,447.76)	769.68
2140	PSYCHOLOGICAL SERVICES	341,396.00	36,720.54	266,145.90	0.00	75,250.10	77.96
2150	SPEECH PATH/AUDIOLOGY	0.00	0.00	0.00	0.00	0.00	0.00
2160	SOCIAL WORK SERVICES	0.00	13,484.93	98,381.50	0.00	(98,381.50)	0.00
	Total	1,593,643.00	182,738.09	1,391,333.98	0.00	202,309.02	87.31
2200	SUPPORT SERVICES-INSTRU						
2200	SUPPORT SERVICES-INSTRU	0.00	0.00	0.00	0.00	0.00	0.00
2220	TECH SUPPORT SERVICES	937,101.00	67,024.55	767,653.00	0.00	169,448.00	81.92
2230	EDU TELEVISION SERVICES	4,500.00	0.00	0.00	0.00	4,500.00	0.00
2250	SCHOOL LIBRARY SERVICES	608,575.00	57,577.12	432,364.61	1,520.01	174,690.38	71.30
2260	INSTRUCTION & CURR DEV	474,969.00	85,930.39	576,919.78	0.00	(101,950.78)	121.46
2271	INSTRUC STAFF DEVEL SVC	167,460.37	6,817.52	125,437.74	13,200.00	28,822.63	82.79
2272	NON CERTIFIED PROF DEV	0.00	0.00	693.00	0.00	(693.00)	0.00

(UNADJUSTED)

Condensed Board Summary Report

From 05/01/2025 To 05/31/2025

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

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
2280	NONPUBLIC SUPPORT SVC	0.00	0.00	0.00	0.00	0.00	0.00
2290	OTHER INSTRUC STAFF SVC	208,130.00	33,825.96	246,752.10	0.00	(38,622.10)	118.56
	Total	2,400,735.37	251,175.54	2,149,820.23	14,720.01	236,195.13	90.16
2300	SUPPORT SERVICES-ADMIN						
2310	BOARD SERVICES	62,782.00	10,111.62	69,370.20	0.00	(6,588.20)	110.49
2320	BOARD TREASURER SERVICE	250.00	0.00	125.00	0.00	125.00	50.00
2330	TAX ASSESS & COLLECTION	162,500.00	13,403.90	150,461.12	0.00	12,038.88	92.59
2340	STAFF RELATIONS/NEGO	0.00	0.00	0.00	0.00	0.00	0.00
2350	LEGAL SERVICES	150,000.00	0.00	79,365.50	0.00	70,634.50	52.91
2360	OFFICE SUPERINTENDENT	518,196.00	55,737.95	463,855.23	0.00	54,340.77	89.51
2380	OFFICE OF PRINCIPAL SVC	1,675,019.25	180,280.31	1,488,219.63	6,259.98	180,539.64	89.22
	Total	2,568,747.25	259,533.78	2,251,396.68	6,259.98	311,090.59	87.89
2400	SUPP SVC-PUBLIC HEALTH						
2420	MEDICAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
2430	DENTAL SERVICES	600.00	0.00	0.00	0.00	600.00	0.00
2440	NURSING SERVICES	468,634.00	53,870.54	409,372.31	20.20	59,241.49	87.36
	Total	469,234.00	53,870.54	409,372.31	20.20	59,841.49	87.25
2500	SUPP SERVICES-BUSINESS						
2511	SUPP SERVICES-BUSINESS	913,313.00	102,811.68	894,414.67	300.00	18,598.33	97.96
	Total	913,313.00	102,811.68	894,414.67	300.00	18,598.33	97.96
2600							
2660	SECURITY SERVICES	138,000.00	13,887.75	143,705.92	0.00	(5,705.92)	104.13
2690	OPER OF BLDG SERVICES	5,254,409.68	432,782.17	4,808,108.10	84,765.50	361,536.08	93.12
	Total	5,392,409.68	446,669.92	4,951,814.02	84,765.50	355,830.16	93.40

(UNADJUSTED)

Condensed Board Summary Report

From 05/01/2025 To 05/31/2025

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

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
2700							
2790	STUDENT TRANSP SERVICES	3,137,013.32	401,280.04	3,119,476.60	30,042.56	(12,505.84)	100.40
	Total	3,137,013.32	401,280.04	3,119,476.60	30,042.56	(12,505.84)	100.40
2800	SUPPORT SVCS-CENTRAL						
2820	INFORMATION SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
2823	PUBLIC INFORMATION SVC	0.00	0.00	0.00	0.00	0.00	0.00
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	595.00	2,227.81	0.00	(2,227.81)	0.00
2836	STAFF DEVELOPMENT SVCS	500.00	0.00	420.00	0.00	80.00	84.00
2850	STATE & FED AGENCY SVCS	0.00	0.00	0.00	0.00	0.00	0.00
	Total	500.00	595.00	2,647.81	0.00	(2,147.81)	529.56
2900	OTHER SUPPORT SERVICES						
2910	OTHER SUPPORT SERVICES	24,354.00	0.00	23,305.73	0.00	1,048.27	95.70
	Total	24,354.00	0.00	23,305.73	0.00	1,048.27	95.70
3000	OP OF NONINSTRUCT SVC						
3000	OP OF NONINSTRUCT SVC						
3000	OP OF NONINSTRUCT SVC	0.00	0.00	0.00	0.00	0.00	0.00
	Total	0.00	0.00	0.00	0.00	0.00	0.00
3100	FOOD SERVICES						
3100	FOOD SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
	Total	0.00	0.00	0.00	0.00	0.00	0.00
3200	STUDENT ACTIVITIES						
3200	STUDENT ACTIVITIES	321,839.00	87,095.18	225,913.67	14,489.98	81,435.35	74.70
3250	SCHOOL ATHLETICS	1,098,975.00	163,465.67	930,265.88	7,229.38	161,479.74	85.31

(UNADJUSTED)

Condensed Board Summary Report

From 05/01/2025 To 05/31/2025

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

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
Total		1,420,814.00	250,560.85	1,156,179.55	21,719.36	242,915.09	82.90
3300	COMMUNITY SERVICES						
3300	COMMUNITY SERVICES	19,690.00	2,227.39	18,709.66	0.00	980.34	95.02
Total		19,690.00	2,227.39	18,709.66	0.00	980.34	95.02
4000	FACILITIES ACQUISITION						
4600	EXISTING BLDG IMPROVE						
4600	EXISTING BLDG IMPROVE	1,468,870.00	0.00	2,286,423.99	49,501.40	(867,055.39)	159.03
Total		1,468,870.00	0.00	2,286,423.99	49,501.40	(867,055.39)	159.03
5000	OTHER EXPEND & FINANCE						
5100	OTHER EXPEND & FINANCE						
5100	OTHER EXPEND & FINANCE	0.00	0.00	0.00	0.00	0.00	0.00
5110	DEBT SERVICE	1,179,600.00	0.00	1,179,600.00	0.00	0.00	100.00
5130	REFUND PRIOR YR REV	0.00	0.00	0.00	0.00	0.00	0.00
5140	LEASE EXPENDITURES	133,152.00	11,316.04	124,476.44	0.00	8,675.56	93.48
Total		1,312,752.00	11,316.04	1,304,076.44	0.00	8,675.56	99.34
5200	FUND TRANSFERS						
5230	CAPITAL PROJ TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
5251	FOOD SVC FUND TRANSFER	100,000.00	0.00	0.00	0.00	100,000.00	0.00
5280	ACTIVITY FUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
Total		100,000.00	0.00	0.00	0.00	100,000.00	0.00
5800	SUSPENSE ACCOUNT						
5800	SUSPENSE ACCOUNT	0.00	0.00	0.00	0.00	0.00	0.00
Total		0.00	0.00	0.00	0.00	0.00	0.00
5900	BUDGETARY RESERVE						
5900	BUDGETARY RESERVE	0.00	0.00	0.00	0.00	0.00	0.00

(UNADJUSTED)

Condensed Board Summary Report

From 05/01/2025 To 05/31/2025

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

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
	Total	0.00	0.00	0.00	0.00	0.00	0.00
6000	REVENUE LOCAL SOURCES						
6000	REVENUE LOCAL SOURCES						
6001	FUND BALANCE	(807,893.00)	0.00	0.00	0.00	(807,893.00)	0.00
	Total	(807,893.00)	0.00	0.00	0.00	(807,893.00)	0.00
6100	TAXES LEVIED						
6111	REAL ESTATE TAXES	(33,075,067.00)	0.00	(32,956,711.11)	0.00	(118,355.89)	99.64
6112	INTERIM REAL ESTATE TAX	(1,011,773.00)	0.00	(724,217.29)	0.00	(287,555.71)	71.58
6113	PUBLIC UTILITY REALTY	(35,000.00)	0.00	(35,839.09)	0.00	839.09	102.40
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	(42,000.00)	(7,675.86)	(35,251.80)	0.00	(6,748.20)	83.93
6151	EARNED INCOME TAX	(4,100,000.00)	(689,100.21)	(3,930,779.93)	0.00	(169,220.07)	95.87
6153	REALTY TRANSFER TAX	(500,000.00)	(90,510.53)	(905,726.47)	0.00	405,726.47	181.15
	Total	(38,763,840.00)	(787,286.60)	(38,588,525.69)	0.00	(175,314.31)	99.55
6400	DELINQUENCY TAXES						
6411	DELINQUENT RE TAX	(1,000,000.00)	(172,504.63)	(903,232.01)	0.00	(96,767.99)	90.32
6420	DELINQUENT PC SECT 679	0.00	(60.50)	(557.10)	0.00	557.10	0.00
6441	DELINQUENT PC 511	0.00	(60.50)	(547.97)	0.00	547.97	0.00
	Total	(1,000,000.00)	(172,625.63)	(904,337.08)	0.00	(95,662.92)	90.43
6500	EARNINGS ON INVESTMENTS						
6510	INTEREST ON INVESTMENTS	(900,000.00)	(68,821.20)	(941,979.82)	0.00	41,979.82	104.66
6530	GAIN/LOSS ON INVESTMTS	0.00	0.00	0.00	0.00	0.00	0.00
	Total	(900,000.00)	(68,821.20)	(941,979.82)	0.00	41,979.82	104.66

(UNADJUSTED)

Condensed Board Summary Report

From 05/01/2025 To 05/31/2025

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

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
6700							
6710	ADMISSIONS	(76,000.00)	(17,625.55)	(55,266.51)	0.00	(20,733.49)	72.72
6740	FEES	0.00	0.00	0.00	0.00	0.00	0.00
6750	STUDENT EVT- SPEC EVENT	0.00	0.00	0.00	0.00	0.00	0.00
6790	OTHR STUDENT ACT INCOME	(15,000.00)	0.00	(1,000.00)	0.00	(14,000.00)	6.67
	Total	(91,000.00)	(17,625.55)	(56,266.51)	0.00	(34,733.49)	61.83
6800							
6821	STATE REV REC OTHER PA	0.00	0.00	0.00	0.00	0.00	0.00
6831	FUNDS OTHER PA SCH DST	0.00	0.00	0.00	0.00	0.00	0.00
6832	FEDERAL IDEA REVENUE	(238,450.00)	0.00	0.00	0.00	(238,450.00)	0.00
6833	AARP IDEA	0.00	0.00	0.00	0.00	0.00	0.00
6837	FED REV CARES ACT-CNTY	0.00	0.00	0.00	0.00	0.00	0.00
6839	FEDERAL REVENUE - OTHER	0.00	0.00	0.00	0.00	0.00	0.00
	Total	(238,450.00)	0.00	0.00	0.00	(238,450.00)	0.00
6900	REVENUE LOCAL SOURCES						
6910	USE OF FACILITIES	(3,500.00)	(6,412.42)	(7,075.17)	0.00	3,575.17	202.15
6920	CONTRIBUTION & DONATION	0.00	0.00	0.00	0.00	0.00	0.00
6941	REGULAR SCH TUITION	0.00	0.00	0.00	0.00	0.00	0.00
6942	SUMMER SCHOOL TUITION	0.00	0.00	0.00	0.00	0.00	0.00
6944	Tuition other LEA's	(4,000.00)	0.00	(20,465.11)	0.00	16,465.11	511.63
6980	COMMUNITY ACTIVITY REV	(5,000.00)	(430.00)	(4,845.00)	0.00	(155.00)	96.90
6990	MISCELLANEOUS REVENUE	0.00	13,004.12	(48,091.05)	0.00	48,091.05	0.00
6991	REFUND OF P/Y EXPEND	0.00	0.00	0.00	0.00	0.00	0.00
6992	ENERGY EFF REV & INCENT	0.00	0.00	0.00	0.00	0.00	0.00

(UNADJUSTED)

Condensed Board Summary Report

From 05/01/2025 To 05/31/2025

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

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
6999	Miscellaneous	(30,000.00)	(400.00)	(9,116.27)	0.00	(20,883.73)	30.39
Total		(42,500.00)	5,761.70	(89,592.60)	0.00	47,092.60	210.81
7000							
7100	BASIC INS. OPR. SUBSIDIES						
7110	BASIC EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00
7111	BASIC EDUCATION SUBSIDY	(4,505,059.00)	(1,151,939.63)	(4,467,380.43)	0.00	(37,678.57)	99.16
7112	SOCIAL SECURITY SUBSIDY	0.00	0.00	0.00	0.00	0.00	0.00
7140	CHARTER SCHOOLS	0.00	(79,031.83)	(158,063.83)	0.00	158,063.83	0.00
7160	Tuition for 1305 & 1306	0.00	0.00	0.00	0.00	0.00	0.00
Total		(4,505,059.00)	(1,230,971.46)	(4,625,444.26)	0.00	120,385.26	102.67
7200	REVENUE EDU. PROGRAMS						
7210	HOMEBOUND INSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
7220	VOCATIONAL EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00
7230	ALTERNATIVE EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00
7250	MIGRATORY CHILDREN	0.00	0.00	0.00	0.00	0.00	0.00
7271	SPECIAL EDUCATION	(1,073,974.00)	(426,537.62)	(1,268,822.62)	0.00	194,848.62	118.14
7299	DIRECT PMT - PRRS & APS	0.00	0.00	(137.57)	0.00	137.57	0.00
Total		(1,073,974.00)	(426,537.62)	(1,268,960.19)	0.00	194,986.19	118.16
7300	REVENUE NON-ED. PROGRAMS						
7310	TRANSPORTATION	0.00	0.00	0.00	0.00	0.00	0.00
7311	SD TRANSPORTATION	(285,000.00)	0.00	(221,182.00)	0.00	(63,818.00)	77.61
7312	NP TRANSPORTATION	(115,000.00)	0.00	(43,890.00)	0.00	(71,110.00)	38.17
7320	RENT & SINK FUND PYMT	0.00	0.00	0.00	0.00	0.00	0.00
7330	MEDICAL/DENTAL SVCS	(38,000.00)	0.00	(33,830.48)	0.00	(4,169.52)	89.03

(UNADJUSTED)

Condensed Board Summary Report

From 05/01/2025 To 05/31/2025

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

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
7332	F HYIENE PRODUCTS FUND	0.00	0.00	(3,391.50)	0.00	3,391.50	0.00
7340	SUPPLEMENTAL REIMBURSE	(1,406,465.00)	0.00	(1,406,465.48)	0.00	0.48	100.00
7360	SAFE SCHOOLS	0.00	0.00	0.00	0.00	0.00	0.00
7361	PCCD Grant	0.00	0.00	0.00	0.00	0.00	0.00
7362	School Mental Health & Safety and Security Grant	0.00	(856.47)	(73,643.08)	0.00	73,643.08	0.00
7369	Other Safe School Grants	0.00	0.00	(26,951.33)	0.00	26,951.33	0.00
	Total	(1,844,465.00)	(856.47)	(1,809,353.87)	0.00	(35,111.13)	98.10
7500	ACCOUNTABILITY GRANT						
7500	ACCOUNTABILITY GRANT	0.00	0.00	0.00	0.00	0.00	0.00
7501	Accountability Grant	0.00	0.00	0.00	0.00	0.00	0.00
7505	READY TO LEARN BLK GRNT	(142,538.00)	0.00	0.00	0.00	(142,538.00)	0.00
7506	PA SMART GRANTS	0.00	0.00	0.00	0.00	0.00	0.00
7510	EXTRA GRANTS	0.00	0.00	0.00	0.00	0.00	0.00
7531	READY TO LEARN BLOCK GRANT FOUNDATION	0.00	0.00	(142,538.00)	0.00	142,538.00	0.00
7599	EXTRA GRANTS	0.00	0.00	0.00	0.00	0.00	0.00
	Total	(142,538.00)	0.00	(142,538.00)	0.00	0.00	100.00
7800	REVENUE PA SHARE BEN.						
7810	FICA - STATE	(865,561.00)	(195,721.74)	(827,689.47)	0.00	(37,871.53)	95.62
7820	RETIREMENT - STATE	(3,838,520.00)	0.00	(2,926,646.05)	0.00	(911,873.95)	76.24
	Total	(4,704,081.00)	(195,721.74)	(3,754,335.52)	0.00	(949,745.48)	79.81
7900	REVENUE TECHNOLOGY						
7920	CLASSROOMS FOR FUTURE	0.00	0.00	0.00	0.00	0.00	0.00
7990	OTHER TECHNOLOGY GRANT	0.00	0.00	0.00	0.00	0.00	0.00
	Total	0.00	0.00	0.00	0.00	0.00	0.00

(UNADJUSTED)

Condensed Board Summary Report

From 05/01/2025 To 05/31/2025

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

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
8000							
8500	FEDERAL GRANTS-IN-AID						
8512	IDEA Part B	0.00	0.00	0.00	0.00	0.00	0.00
8513	TITLE I GRANT IMPROV	0.00	0.00	0.00	0.00	0.00	0.00
8514	Title I	(262,154.00)	(137,364.00)	(245,977.02)	0.00	(16,176.98)	93.83
8515	TITLE II	(55,578.00)	(13,447.14)	(47,560.98)	0.00	(8,017.02)	85.58
8516	TITLE III ESL	(6,420.00)	0.00	0.00	0.00	(6,420.00)	0.00
8517	DRUG FREE SCHOOLS	(14,686.00)	(17,443.07)	(22,676.00)	0.00	7,990.00	154.41
8518	TITLE V	0.00	0.00	0.00	0.00	0.00	0.00
8519	TITLE II/TITLE V GRANT	0.00	0.00	0.00	0.00	0.00	0.00
8570	TITLE II EESE GRANT	0.00	0.00	0.00	0.00	0.00	0.00
	Total	(338,838.00)	(168,254.21)	(316,214.00)	0.00	(22,624.00)	93.32
8600	OTHER FED GRANTS-IN-AID						
8670	DRUG FREE SCHOOLS	0.00	0.00	0.00	0.00	0.00	0.00
8680	TITLE III	0.00	0.00	0.00	0.00	0.00	0.00
8690	OTHER FEDERAL GRANTS	0.00	0.00	0.00	0.00	0.00	0.00
	Total	0.00	0.00	0.00	0.00	0.00	0.00
8700							
8701	IDEA PART B - ARRA	0.00	0.00	0.00	0.00	0.00	0.00
8708	ARRA FISCAL STAB - BE	0.00	0.00	0.00	0.00	0.00	0.00
8709	Basic Ed - Ed Jobs	0.00	0.00	0.00	0.00	0.00	0.00
8741	CARE ACT - ESSER FUNDNG	0.00	0.00	0.00	0.00	0.00	0.00
8742	GOV EMER ED RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00
8743	ESSER II - CRRSA ACT	0.00	0.00	0.00	0.00	0.00	0.00

(UNADJUSTED)

Condensed Board Summary Report

From 05/01/2025 To 05/31/2025

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

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
8744	ARP ESSER III	0.00	0.00	(70,944.63)	0.00	70,944.63	0.00
8747	EMERGENCY CONNECTIVITY	0.00	0.00	0.00	0.00	0.00	0.00
FUND							
8749	ARPA - PCCD FUNDNG	0.00	(23,146.30)	(43,764.26)	0.00	43,764.26	0.00
8751	ARP ESSER 7% LEARNING	0.00	0.00	(43,324.09)	0.00	43,324.09	0.00
LOSS							
8752	ARP ESSER 7% SUMMER	0.00	0.00	(8,664.95)	0.00	8,664.95	0.00
PROGRAMS							
8753	ARP ESSER 7%	0.00	0.00	(8,664.62)	0.00	8,664.62	0.00
AFTERSCHOOL PROGRAMS							
Total		0.00	(23,146.30)	(175,362.55)	0.00	175,362.55	0.00
8800	ACCESS REIMBURSEMENTS						
8810	MEDICAL ASSISTANCE	(15,000.00)	0.00	(12,847.57)	0.00	(2,152.43)	85.65
8820	MED ASSIS - TRANS & AD	0.00	0.00	(8,537.56)	0.00	8,537.56	0.00
Total		(15,000.00)	0.00	(21,385.13)	0.00	6,385.13	142.57
9000							
9200							
9220	LEASE PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00
Total		0.00	0.00	0.00	0.00	0.00	0.00
9300							
9330	Trans from Cap Reserve	0.00	0.00	0.00	0.00	0.00	0.00
Total		0.00	0.00	0.00	0.00	0.00	0.00
9400	SALE OF ASSETS						
9400	SALE OF ASSETS	0.00	0.00	0.00	0.00	0.00	0.00
Total		0.00	0.00	0.00	0.00	0.00	0.00
MAJOR FUND 10 TOTALS							
Total Expenditure		53,054,886.00	5,503,611.66	46,376,576.22	315,365.37	6,362,944.41	88.01

(UNAUDITED)

Condensed Board Summary Report

From 05/01/2025 To 05/31/2025

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

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
	Total Other Expenditure	1,412,752.00	11,316.04	1,304,076.44	0.00	108,675.56	92.31
	Total Revenue	(54,467,638.00)	0.00	(52,694,295.22)	0.00	(1,773,342.78)	96.74
	Total Other Revenue	0.00	(3,086,085.08)	0.00	0.00	0.00	0.00
		0.00	2,428,842.62	(5,013,642.56)	315,365.37	4,698,277.19	

(UNADJUSTED)

Condensed Board Summary Report

From 05/01/2025 To 05/31/2025

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

Grand Totals All Funds	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
Total Expenditure	53,054,886.00	5,503,611.66	46,376,576.22 ✓✓	315,365.37	6,362,944.41	88.01
Total Other Expenditure	1,412,752.00	11,316.04	1,304,076.44 ✓✓	0.00	108,675.56	92.31
Total Revenue	(54,467,638.00)	(3,086,085.08)	(52,694,295.22) ✓✓	0.00	(1,773,342.78)	96.74
Total Other Revenue	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	2,428,842.62	(5,013,642.56)	315,365.37	4,698,277.19	

SAUCON VALLEY SCHOOL DISTRICT
BUSINESS OFFICE
BUDGETARY TRANSFER FORM 2024-2025
BOARD DATE: JUNE 24, 2025

	ACCOUNT	ACCOUNT DESCRIPTION	AMOUNT	REASON
FROM	10-2380-550-000-10-000-000-000-0000	PRINTING & BINDING PRINC K-4	(\$1,975.84)	TRANSFER OF FUNDS
TO	10-1110-550-000-10-000-000-000-0000	PRINTING & BINDING	\$1,975.84	BALANCE ACCOUNT
FROM	10-1110-519-000-10-000-000-000-0000	STUDENT TRANS SVCS K-4	(\$1,788.00)	TRANSFER OF FUNDS
TO	10-1110-894-000-10-000-000-000-0000	STUDENT FEES – INST EVENT K-4	\$1,788.00	BALANCE ACCOUNT
FROM	10-2380-550-000-10-000-000-000-0000	PRINTING & BINDING PRINC K-4	(\$72.17)	TRANSFER OF FUNDS
TO	10-2250-550-000-10-000-000-000-0000	LIBRARY – PRINTING & BINDING - EL	\$72.17	BALANCE ACCOUNT
FROM	10-2271-360-000-10-000-000-000-0000	CONF EMPL TRAINING K-4	(\$75.62)	TRANSFER OF FUNDS
TO	10-2271-580-000-10-000-000-000-0000	TRAVEL – CONF/SEM STAFF DEV	\$75.62	BALANCE ACCOUNT

TOTAL TRANSFER \$3,911.63

**SAUCON VALLEY MIDDLE SCHOOL
FINANCIAL REPORTS
MAY 31, 2025
CLUB ACCOUNT FUND**

BEGINNING BALANCE	\$	22,335.15
INCOME		101.25
EXPENSES		459.00
ENDING BALANCE	\$	21,977.40

<u>CLUB ACCOUNT</u>	<u>ENDING BALANCE</u>
ART CLUB	19.48
BAND	-
CHEERLEADING	634.50
CHORUS	3,432.68
COMMUNITY SERVICE	392.17
GIRLS VOLLEYBALL	4,795.61
HONOR SOCIETY	(297.07)
I-TEAM	1,210.73
KNITTING CLUB	270.15
MATH COUNTS	-
ODYSSEY OF THE MIND	2.63
READING OLYMPICS	-
SEAPEARCH/ROBOTICS	1,458.80
SKI CLUB	816.08
STUDENT COUNCIL	3,624.62
YEARBOOK	102.39
5TH GRADE	-
6TH GRADE	1,671.04
7TH GRADE	3,354.34
8TH GRADE	376.99
INTEREST	112.26
TOTALS	\$ 21,977.40

Lensi Nikolov
Principal



FEE AGREEMENT

This **FEE AGREEMENT** ("Agreement") is by and between **Saucon Valley School District** (the "Payor(s)") and **Bancroft, A New Jersey Nonprofit Corporation**, on its own behalf and on behalf of its affiliated entities (collectively, "Bancroft"). Intending to be legally bound hereby, under the rules of New Jersey, the parties agree as follows:

Effective Date: **July 1, 2025** and continuing at all times thereafter through **June 30, 2026**, discharge or final payment, whichever occurs first.

Name of Individual: _____ (**"Individual Supported"**) **DOB:** _____

Billing Address:

2097 Polk Valley Road
Hellertown, PA 18055
Attn: Jillian Brodhead
jillian.brodhead@svpanthers.org

Individual(s) Responsible for Payment of all Services Rendered ("Payor(s)"): _____

Saucon Valley School District

Program(s) and Address:

Lindens Intensive
311 Walton Avenue
Mount Laurel, NJ 08054

Service Description: Varies by service	Rate (includes unit definition):
Residential Program Services: Based on 365 Calendar days, per day	\$2500.00
Lindens Education per day: Based on 210 days	\$310.00
Additional 1:1 Staffing in School or Residence, per day. **Preauthorization of service by Payor is required.	Full Day Rate: \$310.00 Half Day Rate: \$230.00
Leave of Absence (when Individual Supported is away from program (i.e., hospitalization, family visits, vacations, or similar circumstances).	First 30 days out of program: Rate: \$2500.00 Additional days out of program: Rate: \$2000.00



1. **Services.** Payor(s) shall pay Bancroft for the services above that are provided to the Individual Supported. All services except for those listed above are excluded from this Agreement including, without limitation, medical services, primary care, medical specialists, laboratory, emergency room, hospital services, radiology, telehealth, urgent care centers, same day surgery centers, and pharmacy. Payor(s) shall be solely responsible to third-parties for the cost of services not covered by this Agreement, and directly responsible to Bancroft for the cost of services covered by this Agreement.
2. **Payment.** Payor(s) shall timely pay to Bancroft the amounts specified above for all services provided by Bancroft to the Individual Supported within thirty (30) days of receipt of invoice. If Payor(s) fail to remit payment within such thirty (30) day period, then interest at one and one-half percent (1.5%) per month shall be added to the amount owed. Interest shall be calculated beginning the day after the required payment due date and ending on the date the outstanding amount is fully paid.
3. **Deposit.** If Payor(s) represent a new admission to Bancroft, then Payor(s) shall provide a deposit in the amount of [\$0.00] to Bancroft upon the execution of this Agreement by Payor(s)
4. **Remittance.** Payor(s) shall submit payment to Bancroft via wire transfer, credit cards, ACH, or check. Payment by check shall be submitted by Payor(s) to Bancroft at the following address:

Bancroft, A New Jersey Nonprofit Corporation
P.O. Box 7478, Lancaster, PA 17604
Bancroft may change billing instructions, at any time, upon written notification to Payor.
5. **Pre-Authorization.** Payor(s) may not retroactively deny payment or audit for any item or service that was pre-authorized by Payor(s); except in cases of fraud by Bancroft or where the information provided by Payor(s) at the time of claim submission substantially differs from the information submitted at the time of pre-certification.
6. **Suspension and Discharge.** Lack of payment may result in the suspension of the services provided under this Agreement, and the Individual Supported may be discharged and transferred back to the Payor(s). All expenses incurred by Bancroft for such transfer will be the sole responsibility of the Payor(s).
7. **Change in Care.** The parties acknowledge and agree that a change in the services, residence, or level of care for the Individual Supported may result in a change in fees. In addition, the parties agree that Bancroft may at times raise its rates given increased costs, inflationary pressures, or the passage of time. In all such events, Bancroft will notify the Payor(s) in writing of any change in fees. The Payor(s) shall remit such additional fees to Bancroft within thirty (30) days of receipt of invoice.

8. **Term and Termination.** This Agreement shall begin on the Effective Date above and end on June 30th of the current fiscal year. Bancroft may terminate this Agreement, at any time, for any reason including, without limitation, non-payment of fees by Payor(s).
9. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, guarantors, and permitted assigns. Neither this Agreement nor any of the rights hereunder may be assigned, sold, delegated, or otherwise transferred by a party without the prior written consent of the other party which consent shall not be unreasonably withheld, conditioned, or delayed.
10. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties concerning the subject matter hereof. This Agreement supersedes all prior written or oral agreements or understandings existing between the parties concerning the subject matter hereof. No amendment to any provision of this Agreement shall be effective unless in writing and signed by each party.
11. **Governing Law.** This Agreement shall be deemed to have been made and shall be construed and interpreted by the courts of, and in accordance with the laws of the State of New Jersey, without regard to its conflict of law provisions. Should a portion of this Agreement be deemed illegal or unactionable, then the remainder portion of the Agreement shall be deemed to survive.
12. **Jointly Drafted.** This Agreement shall be deemed to be jointly drafted by both parties and, in the event of a dispute, shall not be construed against or in favor of either party on account of its participation in the drafting hereof.
13. **Conflicts.** In the event of a conflict between the terms and conditions of any other document, exhibit, schedule, or attachment and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

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

Bancroft, A New Jersey Nonprofit Corporation
1255 Caldwell Road, Cherry Hill NJ, 08034
Attn: Denise Bartle at: denise.bartle@bancroft.org, Fax: (856) 348-1151

By New Jersey and Federal law, you may not be required to sign this Agreement if you are not the individual being admitted nor the spouse or legal guardian of the individual being admitted, nonetheless, if you do so sign, you agree to be so bound by the terms contained herein.



By signing this Agreement, I/we agree to be jointly and severally responsible for the full payment of all future services, from the date of admission through June 30, 2026, discharge or final payment, whichever occurs first.

Please note that you must sign before service may commence. Regardless, if you are admitted without signing this agreement, it is understood that you agree to be so bound by consenting to admission, and that you agree to be bound hereby as though you did sign.

Accepted and Agreed on behalf of Bancroft

A handwritten signature in blue ink, appearing to read "Jennifer Cripps", is written over a horizontal line.

06/12/2025

Jennifer Cripps, CPA
Chief Financial Officer

Date

Accepted and Agreed on behalf of Payor:

Payor (Signature)

Date

Payor (Print Name)/ Print Title

AGREEMENT

AND NOW, Agreement is made on the date set forth below by and between SAUCON VALLEY SCHOOL DISTRICT, with administrative offices located at 2097 Polk Valley Road, Hellertown, PA 18055, (hereinafter “the School District”) and LAKESIDE YOUTH SERVICE, with administrative offices located at 1350 Welsh Road, Suite 400, North Wales, PA 19454, (hereinafter “Lakeside”), a 501(c)(3) non-profit organization whose nature of business is educational and therapeutic support services for school age children and their families and training for adults and professional development.

Recitals

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

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

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

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

1.0 Lakeside’s Responsibilities

1.01. Reservation of Slots.

- (A) Lakeside shall reserve zero (0) general education and zero (0) special education slots for students referred by the School District to a school program of Lakeside, i.e. Lakeside School, Lakeside Girls Academy, Souderton Vantage Academy (not including the Elementary Program) and/or Upper Merion Vantage Academy (not including the E-Learning Program), for the 2025-2026 school year as delineated on the official 2025-2026 school calendar and daily schedule of the program of Lakeside to which students are referred.
- (B) In the event that additional general and/or special education slots are available in a school program of Lakeside, i.e. Lakeside School, Lakeside Girls Academy, Souderton Vantage Academy (not including the Elementary Program) and/or Upper Merion Vantage Academy (not including the E-Learning Program), after the execution of this Agreement, those slots shall be available to all participating school districts on a “first come, first served” basis.
- (C) Education slots are contracted solely between the parties and are not transferable to any other entity.
- (D) For purposes of definition, an “education slot” shall be equal to one hundred eighty (180) days of educational services. There shall be no accrual of educational days if the total number of education slots purchased is not utilized during any period within the school year.

- 1.02. **Per Diem Placements.** In the event that additional general and/or special education openings are available throughout the school year in a program of Lakeside, i.e. Lakeside School, Lakeside Girls Academy, Souderton Vantage Academy including its Elementary Program and/or Upper Merion Vantage Academy including its E-Learning Program, those openings shall be available to all

participating school districts on a “first come, first served” basis. The cost for placements in such openings shall be based on a per diem amount.

- 1.03. **Provision of Educational Services.** Lakeside shall admit students referred by the School District in consideration of the students’ needs and the ability of Lakeside to meet those identified needs as assessed during the referral and enrollment process. Lakeside shall provide at its sole cost and expense and through its own employees and/or contractors, all the educational services required for each student covered by this Agreement. Should a student require auxiliary or related services not customarily provided by Lakeside, such as, but not limited to, services and/or therapies related to speech, language and/or audiology disorders, language interpretation, services provided by a Certified Reading Specialist, a specialized reading program, services provided by a Board-Certified Behavior Analyst, one-to-one behavioral support, services provided by a Certified School Psychologist including testing and evaluations, and/or Occupational and/or Physical Therapy, the School District shall choose to provide or fund those services separately or affect a change of placement for the student.

Lakeside agrees that the imposition of discipline and any attempt to remove a student from a school program of Lakeside shall be accordance with all applicable laws, including but not limited to, the provisions of the Public-School Code, Individuals with Disabilities Education Act, and any related or implementing regulations. Without conflict to the aforementioned, should Lakeside become aware of concerns regarding its ability to meet the needs of or determine or otherwise conclude, at any point, that it can no longer meet the needs of any School District student enrolled or attending a program of Lakeside, Lakeside must provide to the School District prompt written notice and documentation of the student’s failure to progress, including explanation of incident(s)/circumstance(s) surrounding Lakeside’s concerns and strategies/interventions employed by Lakeside. As such, Lakeside reserves the right to utilize therapeutic interventions including its behavior management system to further engage the student in the program. Additionally, Lakeside shall have the right to suspend, expel or remand the student back to the School District. If the student is not removed from Lakeside by action of the School District within ten (10) school days after notification, Lakeside shall have the right to charge and collect from the School District an amount calculated at twice the applicable rate for said student until the student is removed from Lakeside’s program. Such action shall only be taken after thorough consultation with and notification of the appropriate liaison of the School District.

- 1.04. **Provision of In-School Counseling Services.** Lakeside shall provide the School District with the counseling services of zero (0) FTE Lakeside In-School Counselors for the 2025-2026 school year. Should Lakeside be unable to provide qualified, credentialed staff to fill the In-School Counselor role(s), invoicing shall be adjusted accordingly.

- 1.05. **Provision of Mobile Support Services.** Lakeside shall provide the School District with placement openings in Lakeside’s Mobile Support Program on an as needed basis. The frequency and duration of counseling and/or academic services provided to each student the School District places in Lakeside’s Mobile Support Program shall be mutually agreed upon by the School District and Lakeside.

- 1.06. **Standards for Lakeside’s Performance.**

(A) **Professional and Skilled Services by Lakeside.** Lakeside shall provide all of the services subject to this Agreement in a professional and competent manner and in compliance with the Public School Code, the regulations of the State Board of Education, the standards of the Secretary of Education, the Individuals with Disabilities Education Act and the regulations promulgated pursuant to the Individuals with Disabilities Education Act as well as any other applicable federal, state and local laws and regulations, by and through an adequate number of employees or contractors who are properly trained, qualified and

competent to provide the services required and to insure a safe educational environment free from abuse, harassment, intimidation or other unlawful or improper conduct.

- (B) **Clearances and Background Checks.** Lakeside certifies that every employee, agent, and independent contractor that shall perform services for the School District under this Agreement has current Pennsylvania State Police (PATCH) and Federal Bureau of Investigation (FBI) Criminal History Background Checks. Upon request by the School District, Lakeside shall provide copies of the criminal history background checks to the School District and the School District may retain copies of the criminal history background checks pursuant to Pennsylvania School Code, 24 P.S. §1-111. Such criminal history background checks shall be no older than sixty (60) months at any time during the term of this Agreement.

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

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

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

- (C) **Adoption and Enforcement of Policies.** Lakeside shall adopt and/or maintain and enforce policies and practices to prohibit improper and unlawful conduct by its employees, contractors, and volunteers, including unlawful discrimination, harassment, and intimidation.
- (D) **Staffing.** Lakeside shall hire and retain staff of good moral character as can be determined by the interview and reference process. All staff shall be a minimum of eighteen years of age. Each staff member shall provide, by his/her date of hire, a physician's certificate indicating that he/she has no communicable diseases, and he/she has been tested for tuberculosis. All staff must be either citizens of the United States or hold a visa authorizing them to reside and seek employment in the United States. Furthermore, all staff performing services to the School District are qualified and permitted by law to perform such services.
- (E) **Training.** Lakeside shall ensure that all employees, agents, and representatives performing services under this Agreement are provided with adequate training, including, but not limited to, mandatory child abuse recognition training in compliance with Pennsylvania Law – Act 126 and Act 31. With respect to employees who shall be providing education services to students under this Agreement, Lakeside shall properly train its employees,

contractors, and volunteers with respect to the requirements that they not engage in improper or unlawful conduct.

(F) **Compliance with the School District's Policies and Procedures.** All staff performing services to the School District in accordance with this Agreement shall adhere to all applicable Board Policies, Administrative Regulations, and rules and established procedures of the School District.

- 1.07. **Special Education and Related Services.** With respect to students who have been identified as exceptional, Lakeside shall ensure that the special education and related services that are provided by Lakeside are provided in accordance with the individualized education program, if any, or in accordance with the "stay put" requirements of law, as applicable.
- 1.08. **Cooperation with the School District.** Lakeside shall fully cooperate with any and all evaluations and investigations requested by the School District with respect to any student enrolled in a program of Lakeside who is receiving services under this Agreement. Lakeside shall require its staff to cooperate with the School District in such activities as evaluations, investigations, delivery of services, conferences and the like. This provision shall not be construed to require Lakeside to disclose any information that is confidential under law; provided, however, that "student records" as defined in the Family Educational Rights and Privacy Act (hereinafter "FERPA") shall be disclosed by Lakeside to the School District.
- 1.09. **Accurate Accounting.** Lakeside shall be responsible for accurate accounting with respect to each student served and shall provide accurate invoices identifying the name of each student served, the student's date of birth and home address.
- 1.10. **Licenses and Certifications.** Lakeside shall obtain and maintain all necessary approvals, licenses and/or certifications that may be required by governmental or certifying agencies, whether federal, state, or local, to enable Lakeside to perform the services required under this Agreement. Lakeside shall notify the School District immediately in the event that such licenses, approvals and/or certificates are not obtained or maintained, have lapsed, been suspended, or revoked. In addition, Lakeside shall promptly notify the School District in the event that any governmental or certifying agency initiates any action that may have any effect on any of the approvals, licenses and/or certifications.
- 1.11. **Confidentiality and Non-Disclosure.** Lakeside acknowledges that this Agreement creates a relationship of confidence and trust on the part of Lakeside for the benefit of the School District. During the term of this Agreement, Lakeside may be responsible, in whole or in part, for the creation of, or may acquire, certain confidential information of the School District and its students, including, but not limited, to education records under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g et seq. and/or protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Pub. L. 104-191, and acknowledges that the School District would not have entered into this Agreement unless it was assured that all confidential information would be held in confidence by Lakeside and only for the benefit of the School District and its students. During the term of this Agreement and at all times thereafter, Lakeside shall keep all such confidential information in confidence and will not disclose any of the same to any other person, except Lakeside's personnel who are entitled thereto, and other persons designated in writing by the School District unless required to do so by law. Lakeside shall not cause, suffer, or permit the confidential information to be used for the gain or benefit of any party other than the School District or for Lakeside's personal gain or benefit outside the scope of Lakeside's engagement by the School District under this Agreement. Lakeside shall take all reasonable action that the School District deems necessary or appropriate to prevent the unauthorized use or disclosure of, or to protect the School District's interests in such confidential information. Lakeside shall maintain proper policies pertaining to confidentiality of student records and shall properly train its

employees, contractors, and volunteers with respect to confidentiality requirements and compliance with said policies.

- 1.12. **Transportation.** The transportation services provider, either Lakeside or the School District, shall be mutually agreed upon by Lakeside and the School District. If it is mutually agreed upon for Lakeside to provide transportation services, Lakeside shall supervise and be responsible for all aspects of transportation for students placed in a school program of Lakeside including insurance, when students who are in the care, custody or control of Lakeside are transported by Lakeside. Should a student become homeless as deemed by the School District, Lakeside may continue providing transportation services if the student resides in another school district serviced by Lakeside's transportation services and if mutually agreed upon by Lakeside and the School District. Should a student become homeless as deemed by the School District and reside in a school district not serviced by Lakeside's transportation services, the School District may request Lakeside to provide transportation services. Lakeside, however, shall not be required to provide transportation services to a student who is deemed homeless by the School District and resides outside of the School District.
- 1.13. **Facilities.** Lakeside shall provide facilities that have been approved by the Pennsylvania Department of Labor and Industry and are in compliance with municipal fire, safety, and panic requirements.
- 1.14. **Environmental Health and Safety.** Lakeside shall provide facilities that meet state and local statutes regarding environmental health, physical welfare, and safety of students in attendance.
- 1.15. **School Food Service.** In each of Lakeside's school programs, i.e. Lakeside School, Lakeside Girls Academy, Souderton Vantage Academy and Upper Merion Vantage Academy, Lakeside shall provide or host a food service program that is in compliance with the Pennsylvania Department of Education, Pennsylvania Department of Agriculture and Montgomery County Department of Health.
- 1.16. **Student Attendance.** Lakeside shall maintain records of each enrolled student by daily physical check and recordation in an attendance log on file with Lakeside. Lakeside shall provide notice to each parent/guardian of an enrolled student and monthly reports to the School District's attendance office if an enrolled student is not present when otherwise required to be present on or at the designated facility of Lakeside. Lakeside shall comply with the provisions of Chapter 11 of the Pennsylvania Board of Education's regulations as to student attendance. Additionally, notwithstanding anything to the contrary in this Agreement, to the extent the School District students placed at any one of Lakeside's programs, Lakeside shall notify the School District any time a placed student has accumulated three (3) or more unexcused absences from the student's placement.
- 1.17. **Student Records.** Lakeside shall collect and maintain in an appropriate file system, complete, accurate and detailed records pertaining to each student.
- 1.18. **Requirements Under Safe Schools.** Lakeside shall comply with the provisions of Article XIII A of the School Code and shall maintain a written policy with regard to its compliance. Reports shall be maintained in a central incident report file as well as in individual students' files.
- 1.19. **Health Services.** Lakeside shall provide or work cooperatively with its host school districts to provide health services as prescribed under Article 14 of the School Code. At Lakeside School and Lakeside Girls Academy, this shall be done by providing a registered nurse on staff when school is in session.
- 1.20. **Academic Standards.** Lakeside shall maintain compliance with the academic standards prescribed under Chapter 4 of the regulations of the State Board of Education.

- 1.21. **Insurance.** Lakeside, at its own expense, shall maintain a policy or policies of professional liability and general liability insurance, providing coverage in the amounts of at least one million and 00/100 dollars (\$1,000,000.00) per occurrence and three million and 00/100 dollars (\$3,000,000.00) in the aggregate per year, which insures Lakeside and each of its officials, staff, and volunteers, thereof against any act, error or omission of Lakeside and Lakeside's officials, staff, and volunteers.. Lakeside shall include the School District as a named insured on the policy or policies of general liability insurance. All insurance policies shall be maintained with companies authorized to do business in the Commonwealth of Pennsylvania and certificates of coverage shall be furnished to the School District upon request. Additionally, Lakeside shall provide all legally required insurances, such as, by way of example and not limitation, workers' compensation. Lakeside shall promptly advise the School District of any changes, cancellations, or non-renewals of any required insurance.
- 1.22. **Notification of Governmental Inquiries of Investigations.** With respect to any student receiving services from Lakeside under this Agreement, Lakeside shall:
- (A) Promptly advise the School District in the event that any governmental or certifying agency conducts any investigation of any nature into the operations of Lakeside; and
 - (B) Advise the School District of the nature of the allegations of the complaint or investigation. This provision shall not be construed to require Lakeside to disclose any information that it is prohibited from disclosing under any confidentiality law.
- 1.23. **Transition of a Student to a Less Restrictive Educational Environment.** When, in the judgment of Lakeside and the School District, a student appears ready to transition to a placement less restrictive than the placement in a program of Lakeside, the criteria shall be reviewed in each such case. The School District and Lakeside agree that decisions regarding the educational program for each exceptional student shall be made in accordance with applicable law. Any dispute that may arise concerning an individual student's educational program shall be subject to resolution through special education due process procedures in accordance with state and federal law. Lakeside represents that it is familiar with those laws, including the stay put provisions of the law, and agrees that it shall comply with the stay put or pendent placement requirements of state and federal law.
- 1.24. **Nondiscrimination.** Lakeside shall abide by all federal and state laws prohibiting discrimination in admissions, employment, and operation on the basis of disability, race, creed, gender, gender identity, gender expression, sexual identity, national origin, religion, ancestry, need for special education services, non-disqualifying disability or due to membership in any other class protected by law, subject to Lakeside's right to receive waivers from the same or Lakeside's rights of noncompliance as set forth in applicable legal standards.
- 1.25. **Restraints.** In the event that Lakeside or any employee or representative thereof who performs services for the School District as contemplated in this Agreement restrains or causes to be restrained a School District student, as the term "restraint" is contemplated in the Pennsylvania special education regulations, Lakeside shall immediately, or as soon as practicable thereafter, notify the School District's Director of Special Education, or his/her designate, and provide reasonable assistance to the School District in performing any additional reporting that must take place as a result.

2.0 School District's Responsibilities

- 2.01. **Identification of Referred Students.** The School District shall establish and maintain identification policies for referred students that comply with informal hearing procedures set forth in 22 Pennsylvania Code 12.8 (c). The School District herewith assures Lakeside that notice of such hearings shall precede placement of the identified students in a program of Lakeside.

2.02. **Fees.**

- (A) **Educational Services (Slots).** Subject to the terms, conditions and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside a fee for each education slot covered by this Agreement in the amount of thirty-seven thousand, seven hundred and 00/100 (\$37,700.00) for each general education slot, and forty-three thousand, four hundred twenty and 00/100 dollars (\$43,420.00) for each special education slot. Such educational service charges shall be invoiced separately and shall be paid by the School District as set forth below.
- (B) **Educational Services (Per Diem Placements).** Subject to the terms, conditions and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside a fee for each per diem placement covered by this Agreement in the amount of three hundred thirty-five and 00/100 dollars (\$335.00) for each general education placement, three hundred ninety-five and 00/100 dollars (\$395.00) for each special education placement and four hundred fifty and 00/100 dollars (\$450.00) for each Souderton Vantage Academy Elementary Program placement. Such educational service charges shall be invoiced separately and shall be paid by the School District as set forth below.
- (C) **Educational Services (Act 316).** Pursuant to Act 316 of 1982 and subject to the terms, conditions, and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside a per diem fee of three hundred eighteen and 00/100 dollars (\$318.00) for each student placed in a school program of Lakeside, i.e. Lakeside School, Lakeside Girls Academy, Souderton Vantage Academy and/or Upper Merion Vantage Academy, by court order of a county's Juvenile Court. Such educational service charges shall be invoiced separately and shall be paid by the School District as set forth below.
- (D) **Supplemental Support Services.** Subject to the terms, conditions, and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside a per diem fee of sixty-six and 00/100 dollars (\$66.00) for each student receiving supplemental support services at Lakeside School. Supplemental support services are defined as a student receiving Special Education supports and services provided by Special Education personnel for more than 20% of the school day. Such supplemental support service charges shall be invoiced separately and shall be paid by the School District as set forth below.
- (E) **In-School Counseling Services.** Subject to the terms, conditions and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside an annual fee for the services provided by a Lakeside In-School Counselor(s) covered by this Agreement in the amount of zero and 00/100 dollars (\$0.00). Such charges for In-School Counseling Services shall be invoiced separately and shall be paid by the School District as set forth below.
- (F) **Mobile Support Program Services.** Subject to the terms, conditions and limitations stated elsewhere in this Agreement, the School District shall pay to Lakeside a fee for each placement covered by this Agreement in the amount delineated on Lakeside's Mobile Support Program's current Rate Schedule. Such Mobile Support Program Service charges shall be invoiced separately and shall be paid by the School District as set forth below.
- (G) **Transportation Services.** If it is mutually agreed upon for Lakeside to provide transportation services, the School District shall pay transportation charges of zero and 00/100 dollars (\$0.00) per day per student with respect to all students who are placed at Lakeside School or Lakeside Girls Academy and transported by Lakeside. All transportation service charges shall be invoiced separately and shall be paid by the School District as set forth below. Additionally, a fuel surcharge shall be added based on the

average cost of fuel per gallon as reported by AAA on the first day of each month. The surcharge shall be two percent (2%) of the total monthly invoice for each zero and 50/100 dollar (\$0.50) per gallon increase in the cost of fuel over four and 00/100 dollars (\$4.00).

For example:

- At \$4.01 - \$4.50 per gallon, 2% of the total monthly transportation invoice
- At \$4.51 - \$5.00 per gallon, 4% of the total monthly transportation invoice
- At \$5.01 - \$5.50 per gallon, 6% of the total monthly transportation invoice

(H) **Total Cost.** The total cost for services covered by this Agreement, i.e. Educational Services (Slots) – paragraph 2.02 (A), In-School Counseling Services – paragraph 2.02 (E), and Transportation Services, if invoiced annually – paragraph 2.02 (G) shall be zero and 00/100 dollars (\$0.00).

(I) **Initial Deposit.** Upon execution of this Agreement, the School District shall pay an initial deposit in the amount of zero and 00/100 dollars (\$0.00).

(J) **Monthly Cost.** Each monthly invoice, September through June of the school year to which this Agreement pertains, shall be in the amount of zero and 00/100 dollars (\$0.00).

(K) **Invoices.** All charges for services provided as per this Agreement shall be invoiced monthly. Any payments due under this Agreement shall be due forty-five (45) calendar days after receipt by the School District of a properly detailed invoice. Balances unpaid by the School District in excess of forty-five (45) calendar days shall be subject to a fee of five percent (5%). Balances unpaid by the School District in excess of ninety (90) calendar days shall be subject to a fee of eight percent (8%). Unpaid balance fees may be waived by the mutual agreement of Lakeside and the School District. In the event Lakeside undertakes any action to enforce any of its rights under this Agreement, including without limitation any action for payment of any invoice, the School District is responsible to pay Lakeside's attorney's fees and costs related to the enforcement of Lakeside's rights in addition to the underlying obligation of the School District.

2.03. **Student Enrollment.** In cooperation with Lakeside, the School District shall establish a student's date of enrollment and date of discharge from a program of Lakeside. Unless agreed upon mutually, a student's date of discharge may not be made retroactive to a student's final date of enrollment as recorded by Lakeside. The School District shall be responsible for all invoiced charges incurred from a student's date of enrollment through and including a student's date of discharge from a program of Lakeside that shall include school days a student is present and school days a student is absent for any reason.

2.04. **Cooperation with Lakeside.** The School District shall cooperate with Lakeside and shall collaborate on topics and interventions related to the educational program being provided to each student.

2.05. **Non-Solicitation Nor Hiring of Lakeside Staff.** The School District shall not solicit nor hire a Lakeside staff member serving the School District as an independent contractor within a period of sixty (60) days from the Lakeside staff member's termination of employment from Lakeside. Lakeside's exclusive remedy for any such breach by the School District shall include the following:

- (A) Lakeside shall have sixty (60) days to recruit, hire and adequately train a replacement.
- (B) For the aforementioned sixty (60) days, the School District shall be responsible to provide any legally mandated services to students previously provided by the Lakeside staff member.

- (C) The School District shall continue paying Lakeside for the services of the Lakeside staff member as per the terms of this Agreement.

The provisions of this paragraph may be abbreviated by Lakeside provided a replacement is procured in less than sixty (60) days or waived by the written mutual agreement of Lakeside and the School District.

Additionally, should the School District hire a Lakeside staff member serving the School District as an independent contractor within a period of sixty (60) days from the Lakeside staff member's termination of employment from Lakeside, as compensation for Lakeside's recruitment, hiring and training of the Lakeside staff member, the School District shall pay to Lakeside, a fee equal to twenty percent (20%) of the School District's annual cost for the Lakeside staff member's services.

3.0 General Terms and Conditions

- 3.01. **Independent Contractor Status of Lakeside.** In fulfilling its obligations under this Agreement, Lakeside shall be an independent contractor for all purposes and not an employee or agent of the School District. Lakeside hereby certifies that it is a private, independent corporation that shall exercise the discretion and judgment of an independent contractor in the performance and exercise of its rights and obligations under this Agreement. Lakeside shall use its own judgment in determining the method, means and manner of performing this Agreement and shall be responsible for the proper performance of this Agreement in accordance with all applicable federal, state, and municipal laws, regulations, and orders. By this Agreement, Lakeside intends to be an independent contractor in relationship to the School District. Consequently, neither Lakeside nor any employee, volunteer, contractor, or agent of Lakeside shall be considered an employee, volunteer, contractor, or agent of the School District at any time, under any circumstances, for any purpose. Neither the School District nor Lakeside is the agent of the other, nor shall have the right to bind the other by contract, or otherwise, except as specifically set forth in this Agreement.
- 3.02. **Subcontracting.** None of the work or services covered by this Agreement shall be subcontracted without the prior approval of the School District.
- 3.03. **Non-sectarian Use of Funds.** Lakeside warrants that the monies received under this Agreement shall not be used for, or to advance, sectarian purposes.
- 3.04. **Right to Know Law.** Lakeside agrees that it will, when requested by the School District, cooperate with the School District in complying with the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 et seq., and any other similar laws, in complying with requests for public records made under such laws. This provision does not obligate Lakeside to create any record other than the written report to the School District.
- 3.05. **Indemnity.** Lakeside shall indemnify, hold harmless and defend the School District, its board members, officials, employees, volunteers, agents and attorneys from any and all claims, complaints, demands, costs, suits, actions, penalties, withheld subsidy, and costs (including, by way of example and not limitation, attorney's fees and litigation costs and expenses) with respect to or arising out of Lakeside's operations, any activity under the control or sponsorship of Lakeside and/or any action or inaction by Lakeside, its officials, employees, agents, contractors or volunteers in connection with any of its obligations under this Agreement or any of the students or relatives of students being served by Lakeside and/or arising out of the School District's enforcement of any term and condition of this Agreement, including costs and attorney's fees incurred by the School District in enforcing this indemnity, hold harmless and defense provision. It is intended that this indemnity, defense and hold harmless provision to be given its broadest possible meaning and that the School District's board members, officials, employees, volunteers, agents, insurers, and employees are expressly considered to be third party beneficiaries with respect to this provision. Lakeside shall be granted a credit for any amounts paid to or on behalf of the School District, its

board members, officials, employees, volunteers, agents, or attorneys by any insurer of Lakeside. In the event the School District or any person required to be indemnified by Lakeside in accordance with this Agreement receives any notice of any claim for which indemnification by Lakeside is or might be sought, the School District and/or person shall immediately provide said notice to Lakeside and provide periodic updates of the nature and status of the claim upon written request from Lakeside. Lakeside has the right to select counsel, who must be competent in the scope and nature of legal representation for the case/claim specific issues, for the party seeking indemnification and Lakeside has the right to decide upon payment terms for said legal counsel before legal counsel is hired by any party who is or might seek indemnification hereunder, in order for this indemnification provision to be enforceable. Lakeside must consent to any litigation decision concerning the resolution of any claim for which indemnification from Lakeside is or may be sought for this indemnification clause to be enforceable. Additionally, any insurance coverage available to the School District or any person that provides coverage of attorney's fees, case costs and/or coverage for any claim or judgment must be exhausted before Lakeside has any obligation to indemnify any School District or person hereunder.

- 3.06. **Assignment.** No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto.
- 3.07. **Term.** This Agreement shall continue in full force and effect for a term commencing July 1, 2025, and ending June 30, 2026.
- 3.08. **Termination.** This Agreement may be terminated as follows:
- (A) At any time by mutual agreement of the School District and Lakeside; or
 - (B) By the School District or Lakeside if the other party breaches this Agreement or otherwise fails to perform the contractual obligations; or
 - (C) By the School District in the event:
 - (1) Lakeside ceases to do business; or
 - (2) Lakeside seeks protection of any nature from creditors.
- 3.09. **Rates & Services.** Lakeside reserves the right to adjust rates for additional services rendered to students covered by this Agreement, or for additional educational slots purchased in excess of those provided for in this Agreement. Lakeside, shall, at the beginning of each subsequent contract year, and subject to the approval of the School District, have the right to adjust the cost of education slots and offer such slots for contract without regard to the prior year's contract terms.
- 3.10. **Remedies, Waiver of Rights.** All remedies of the parties hereto shall be cumulative. No party hereto shall be deemed to have waived any of its rights, powers, or remedies hereunder unless such waiver is in writing and signed by the parties hereto.
- 3.11. **Severability.** All agreements and covenants herein contained are severable. In the event that any provision of this Agreement should be held to be unenforceable, the validity and enforceability of the remaining provisions hereof shall not be affected thereby. Any court (or arbitrator) construing this Agreement is expressly granted the authority to revise any invalid or unenforceable provision hereof in order to render same enforceable.
- 3.12. **Integration.** This Agreement constitutes the entire agreement of the Parties and supersedes any negotiations or prior agreement or understanding of the Parties with respect to the term of this Agreement. This Agreement may not be modified or amended by any oral statement or alleged course of conduct, but only by a written agreement signed by all parties. There are no representations, promises, agreements, warranties, covenants, or undertakings of the Parties other than those contained herein or in the Exhibits expressly referenced herein.

- 3.13. **Force Majeure.** The Parties shall not be liable for any failure to perform under this Agreement if such failure is due to causes beyond their reasonable control, including, but not limited to, acts of God or the public enemy, fire, floods, labor disputes, or the judgment or order of any court or governmental agency.
- 3.14. **Headings.** The headings of any Article or Section hereof are for reference purposes only and shall not in any way affect the meaning or interpretation thereof.
- 3.15. **Context.** Reference in this Agreement to the singular shall be meant to include reference to the plural and vice versa. Reference in this Agreement to the masculine gender shall be meant to include the female and neuter and vice versa.
- 3.16. **Duplicates.** In the event that two or more copies of this Agreement are executed by all the parties hereto, each copy shall be deemed an original, but all shall collectively constitute the same instrument.
- 3.17. **Counterparts.** In the event that two or more counterparts of this Agreement are executed, all such counterparts shall collectively constitute the same instrument.
- 3.18. **Notices.** All notices, requests and approvals required by this Agreement shall be:
(A) Given in writing; and
(B) Addressed to the parties as indicated in this Agreement unless either party notifies the other of a change in address; and
(C) Deemed to have been given upon delivery thereof.
Any notice sent by mail shall be sent postage prepaid and by registered or certified mail, with return receipt requested.
- 3.19. **Benefit.** Except as herein otherwise provided, this Agreement shall inure to the benefit of and shall be binding upon all parties as specifically and expressly identified herein and their respective personal representatives, heirs, successors, and assigns. No other person, party, or organization shall be intended to be a third-party beneficiary of this Agreement.
- 3.20. **Waiver.** One or more waivers or any representation, covenant, term, or condition contained herein shall not be construed as a waiver of a subsequent breach of the same representation, covenant, term, or condition. The consent or approval by any party to or of any act by any other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent or approval of any subsequent similar act.
- 3.21. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to conflict of law rules.
- 3.22. **Act 48.** The provisions of this contract are intended to conform to the requirements of Act 48 of 1999.
- 3.23. **Survival.** All indemnity, hold harmless and defense the provisions of this Agreement shall survive termination of this Agreement. All rights of Lakeside within this Agreement shall survive the termination of this Agreement.

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

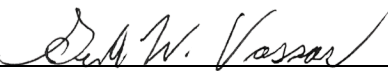
SCHOOL DISTRICT

By: _____

Date

By: _____

LAKESIDE YOUTH SERVICE d/b/a
LAKESIDE EDUCATIONAL NETWORK

By: 
Gerald W. Vassar, President/CEO

June 12, 2025
Date

By: 
Lisha Morancie, CFO/VP of Administration



Agreement Summary

School District Saucon Valley

School Year 2025-2026

Term July 1, 2025 - June 30, 2026

Slots Reserved

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

Slot Cost

General Education	<u>\$37,700.00</u>	Special Education	<u>\$43,420.00</u>
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Total Slots 0

Total Cost for Slots \$0.00

Per Diem Placement Cost

General Education	<u>\$335.00</u>	Supplemental Support (LS)	<u>\$66.00</u>
Special Education	<u>\$395.00</u>	Elementary Program (SVA)	<u>\$450.00</u>

LS = Lakeside School, SVA = Souderton Vantage Academy

Transportation Cost TBD

Mobile Support Program Please refer to Lakeside's Mobile Support Program's current Rate Schedule.

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

Total Cost for Contracted Services \$0.00

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

LETTER OF AGREEMENT

Student Assistance Program Liaison Services

For the upcoming school year (2025-2026), the *Center for Humanistic Change* (CHC) shall provide liaison services to support the Student Assistance Program (SAP) for *Saucon Valley School District*. The roles for SAP services are as follows:

Center for Humanistic Change, Inc.

The services that the CHC SAP liaisons will provide include a combination of the following during the 2025-2026 academic year:

- Attend a minimum of two core team meetings per month for secondary schools.
- Attend a minimum of one core team meeting per month for elementary schools.
- Provide ongoing consultation between site visits as necessary.
- Act in accordance with State and Federal Confidentiality Laws.
- Provide student screenings as needed and assist students and parents in the referral to and access of appropriate services.
- When applicable plan and facilitate educational SAP Groups.
- Be familiar with and maintain a working library of school policies (e.g. ATOD, Bullying, Crisis, Suicide Awareness and Prevention) that affect SAP.
- Attend orientation, open house, and other pertinent school events to educate the school, parent and general community about SAP.
- Provide relevant training to students, parents, faculty and staff, including educating about SAP and SAP services.
- Educate and guide teams with student/parental strategies/interventions and identification of available treatment and other resources.
- Participate in parent/teacher meetings.
- Document program related activities and collect data as required by Lehigh/Northampton County.
- Facilitate or participate in core team maintenance.
- Provide each SAP team with a self-evaluation tool. The liaisons will distribute, collect, analyze, and provide the team with recommendations based on the results.
- Assist the school with stakeholder in-service (i.e., school board, parents, school staff, community members etc.).
- When applicable, facilitate and support the school-based aftercare plan for students who are returning to school from treatment.
- Collaborate with other agencies through networking with Drug and Alcohol, Mental Health and other systems as needed in order to link schools with available community resources.
- A PA Approved SAP Training Provider (PASTP) will provide technical training as needed.
- Maintain a file of background checks and clearances for all personnel assigned to the school district by CHC for the Student Assistance Program liaison services. Provide copies of clearances as requested.

The School District will:

- Provide teams a common meeting time, a locked cabinet, ongoing training, and regular team maintenance in accordance with 22 PA code Chapter 12 and BEC 24 P.S. 15-1547 and 13-132.
- Provide SAP Coordinator/Case Manager with pertinent information regarding the student and the reason for the referral.
- Obtain written permission from the parent for SAP services.
- Maintain records generated by the SAP team in accordance with the policies of the district and applicable Federal Laws.

- Provide the SAP liaison with a copy of the school district alcohol, tobacco and other drug policies, crisis related policies, bullying policy, student handbook, suicide awareness and prevention policy and any other policies, which may affect the Student Assistance Program.
- Maintain case files, which include data that the liaison is required to submit to Lehigh/Northampton County.
- Promote and support the SAP liaison as a working member of the team.
- Appoint a school site staff who will be responsible for facilitating the ZOOM connection with the CHC SAP liaison if virtual SAP meetings are needed.
- Appoint a school site staff who will be responsible for providing parent phone and email contact information to CHC for remote programming if needed.
- Provide CHC PAYS data on years completed and CHC will not share data without written and explicit permission.
- Provide Wi-Fi access when liaison is completing a screening with a student (as they are online only).
- Provide a private and confidential space for liaison and student when completing a health screening.

**School Superintendent or Deputy
(Designated Contact)**

Title

Date



**Wendy Texter
SAP Manager
Center for Humanistic Change, Inc.
(Designated Contact)**

**6/10/2025
Date**



**Andrew D'Angelo
Executive Director
Center for Humanistic Change, Inc.**

**6/10/2025
Date**

CONFIDENTIALITY INFORMATION

Student Assistance Program

Center for Humanistic Change, Inc. (CHC) is required to adhere to the following confidentiality provisions, as outlined by the CHC Contract of Service with Northampton County. As per these requirements, CHC has included the following information as an informational addendum to the letter of agreement.

Confidentiality Provisions:

CHC agrees that all information acquired through their employment will be kept confidential. CHC agrees that all persons currently or formerly screened, assessed, diagnosed, counseled, treated and rehabilitated for drug and alcohol abuse and dependence, shall be protected from disclosure of their names, identities, patient records and the information contained therein except as disclosure is permitted by state and federal statute and regulation. To assure confidentiality of client information, CHC shall make adequate provision for system security and protection of individual privacy.

CHC shall store counseling and testing records in locked cabinets. Coded names, number sequences, and other Department-approved methods that assure confidentiality shall be permitted. CHC is required to keep all client counseling and testing information and AIDS patients' identities, records, and information in such records confidential. CHC shall not release HIV information from these records without the specified prior written and informed consent of the client in accordance with the confidentiality requirements contained in Act No. 1990-148, 35 P.S. Section 7601 et seq.

CHC and others subject to the confidentiality requirements of the Pennsylvania Drug and Alcohol Abuse Control Act (71 P.S. Section 1690.108), the Public Health Service Act (42 U.S.C. Section 290dd-2), Federal Confidentiality Regulations (42 C.F.R. Part 2), and State Confidentiality Regulations (4 Pa. Code Section 255.5(b) and 257.4), the Confidentiality of HIV-Related Information Act 1990-148, the Healthcare Facility Act (35 P.S. Section 7601 et seq.) and the Health Insurance Portability and Accountability Act (HIPAA and HITECH), and any other appropriate confidentiality law, shall comply with such requirements, as applicable.

Additionally, all CHC employees are required to sign the following **confidentiality statement**:

In the normal course of employment and the fulfillment of assigned work duties and responsibilities, I understand that I may have access to or view information regarding clients and employees. With regard to all such information, I agree to observe a strict standard of confidentiality. I further agree that knowledge and information of a confidential nature, gained through employment may not be used, distributed or discussed outside of my immediate work responsibilities.

I understand and agree that breach of such confidentiality shall subject me to progressive disciplinary action, up to and including discharge. Further, it is understood that in accordance with Federal Law, any substantiated breach of client confidentiality is also punishable by a \$500.00 fine for the first violation and up to \$5,000.00 for any subsequent violations.

I hereby attest that I have read and understood this Confidentiality Statement and agree that my continued employment is contingent upon strict adherence to same. I understand, and agree, that I will be disciplined, and possibly discharged, should I violate this standard of strict confidentiality.

SETTLEMENT AGREEMENT AND RELEASE

This **SETTLEMENT AGREEMENT AND RELEASE** (hereinafter referred to as the “Agreement”), is made between _____ and _____ (hereinafter referred jointly to as “Parents”), individually on their own behalf and on behalf of their minor _____, who has a date of birth of _____, and resides at _____ (hereinafter referred to as “Student”) and the **SAUCON VALLEY SCHOOL DISTRICT** (hereinafter referred to as “District”), located at 2097 Polk Valley Road, Hellertown, PA 18055. Parents and District (“hereinafter referred to collectively as “Parties”), intending to be legally bound, hereby declare and agree as follows:

PAYMENT & EDUCATIONAL PLACEMENT

1. As consideration for the waivers and releases provided in this Agreement and in full satisfaction of any obligation of the District to provide a free appropriate public education (hereinafter referred to as “FAPE”) and special education placement through the last student day of the 2027-2028 school year, including the Extended School Year (“ESY”) terms for summer 2025, 2026, and 2027 or the date the District has made an offer of FAPE pursuant to Paragraph Six (6), Subparagraph (c), below, the District shall, so long as Student remains a resident of the District and upon receipt of substantiating documentation, pay directly to New Story School located in Kutztown, Pennsylvania (hereinafter “Placement”) the cost of standard tuition as established by Placement for all students of the Student’s grade level and the costs of any related services, including but not limited to a one to one aide, deemed necessary by Placement or, to the extent that Parents have already paid for the same, reimburse the Parents for the same within forty-five (45) days upon receipt of an invoice for the tuition and evidence of payment of tuition by the Parents subject to the terms of this Agreement for the 2025-2026, 2026-2027, and 2027-2028 school years. Any additional costs, other than those set forth in this Paragraph, that are incurred

by Parents as a result of Student's attendance at Placement shall be the sole responsibility of Parents. It is agreed that the payments outlined in this Paragraph shall be portable, meaning that in the event the Student is placed in a different private school during the term of this Agreement, limited to Hogan Learning Academy, located in Fleetwood, PA, Behavioral Health Associates, located in Lehigh, PA, or Mercy School for Special Learning, located in Allentown, PA, or another placement mutually agreed to between the Parties in writing (herein after "Portable Placement"), the District shall be responsible for payment to Portable Placement for tuition, fees, related services deemed necessary by said school, and costs of enrollment, provided that at no time shall the District be required to fund services for the same period of time for the Placement and Portable Placement or for multiple Portable Placements.

2. So long as the Student remains a resident of the District and attends one of the placements identified in Paragraph 1 of this Agreement, the District shall provide transportation for the Student to and from Placement or Portable Placement that shall consist of one round trip on a designated bus route from the Student's home to Placement or Portable Placement per day that the school is in regular session. The District shall have no duty to provide transportation other than by said established bus route. On days that the District is not in session due to pre-determined holidays, teacher in-service days, closings due to inclement weather or other emergency, or teacher/transportation strikes, Parents may be responsible for providing transportation for the Student to and from Placement or Portable Placement. Except in cases of inclement weather, the District will attempt to arrange transportation on days when the District is closed but the Placement or Portable Placement is open, but there will be no penalty under this Agreement if transportation is not available. The Parents hereby acknowledge and agree that such transportation may be provided in conjunction with another school district(s), and as such, the Student may be transported

along with other students. The Parents also hereby acknowledge and agree that pick-up and drop-off times and travel routes shall be at the sole discretion of the District so long as Student arrives before the Placement's or Portable Placement's school day starts and is picked up after the end of the Placement's or Portable Placement's school day. The District shall make reasonable effort to provide Student with the shortest amount of time in transportation available and Student's time in transportation shall not be unreasonable in light of his needs.

3. The District, in consideration of Parents' agreement to fully and completely waive any and all claims from the beginning of time through the last day of the 2027-2028 school year, including ESY 2025, 2026, and 2027, or the date the District has made an offer of FAPE pursuant to Paragraph Six (6), Subparagraph (c), below, whichever comes first, agrees to pay the sums set forth above in Paragraph One (1) as well as provide for transportation services in accordance with Paragraph Two (2) of this Agreement.

4. The obligations to pay tuition and provide transportation in accordance with this Agreement shall cease immediately and without further notice upon relocation of Parents to a residence outside the District or upon withdrawal or removal of Student from Placement or Portable Placement. Parents agree that upon the occurrence of any event described in the preceding sentence, they will give written notice to the District's Director of Special Education and Student Services within five (5) business days of such event(s). If Parents fail to give the District notice of any occurrence of any such event(s), they agree to reimburse the District a prorated portion of the tuition cost expended by the District pursuant to Paragraph One (1) Agreement, proportionate to the time that Student does not attend Placement or Portable Placement, or proportionate to the time that Parents' residence was outside of the District any time prior to the last day of the school year in question.

5. Parents shall notify the District in writing no later than January 1, 2028, that they are requesting an offer of a special education program and placement for the 2028-2029 school year, including ESY 2028, and this should be sent to the District's Director of Special Education and Student Services. Should Parents provide said notice, the Parents, by signing this Agreement, provide consent to a multidisciplinary re-evaluation of the Student by the District beginning any time after January 15, 2028. The District shall provide Parents written notice at least five (5) school days prior to the first day of testing of the Student. Parents shall provide the District advance written notice via email to the Director of Special Education and Student Services if Student will not be in attendance at Placement or Portable Placement on the testing date at least twenty-four (24) hours in advance, if known to the Parents at that time, and in all cases no later than the morning of the testing date. The Parties agree that testing shall occur at Student's then current school environment. The re-evaluation shall be performed in accordance with the procedures set forth in the IDEA, 20 U.S.C. § 1414 (a) and 34 C.F.R. § 300.301 — 300.211, and may consist of some or all of the following assessment procedures: (a) curriculum based assessments; (b) review of progress reports, work samples, and other documentation from Placement and/or Portable Placement and/or any subsequent private school placement establishing the present levels of educational (both academic and functional/behavioral) performance of the Student; (c) observation of the Student in the current educational environment; (d) interview and consultation with current teachers and administration at Placement and/or Portable Placement and/or any subsequent private school placement; (e) standardized or criterion-referenced testing; (f) consideration of any written information from either of the Parents, the Student, and any education or treatment service providers or evaluators who the Parents authorize to release such information to the District; (g) a functional behavior assessment; and (h) testing for any related services necessary for the

development of an offer of a FAPE. By signing this Agreement, Parents authorize the release of Student's records from Placement and/or Portable Placement to the District and permit District personnel to directly communicate with and receive records from Placement and/or Portable Placement staff regarding Student's education, educational programming and progress and to conduct on-site classroom observations of the Student. The Parents accept this Paragraph as full and complete lawful notice of the reevaluation and of their rights concerning it. By signing this Agreement, Parents agree to provide to the District, within ten (10) school days of a written request by the District, complete copies of Student's progress monitoring, educational records, test results, reports, and other documentation relating to Student's education and development while at Placement and/or Portable Placement, including reports, assessments, data, etc. from any educational or evaluative provider concerning Student's educational needs, that Parents have in their possession at the time of the development of an evaluation and IEP as provided herein. Parents further agrees to reasonably cooperate with District efforts to obtain such records at the request of the District, including, contacting Placement and/or Portable Placement and/or other providers to expedite provision of such records. The Parents shall cooperate in scheduling an IEP team meeting at a mutually agreed on time and place to develop an IEP for the 2028-2029 school year, including ESY 2027, and shall issue an IEP and NOREP no later than April 15, 2028. To the extent that a dispute arises over the IEP and NOREP offered under this Paragraph, Placement and Portable Placement shall not be considered the pendent placement but rather the IEP and NOREP offered under this Paragraph shall be the pendent placement. This schedule may be altered or amended only by written agreement of the Parties. Failure on the part of the District to complete any aspect of the development of a reevaluation or offer a program and placement pursuant to the timelines described in this Paragraph which is due to the actions or inactions from the Parents,

including but not limited to failing to provide the required notice by January 1, 2028, or unilateral private placement shall have no impact on the validity or enforceability of any provision of this Agreement.

6. Should Parents wish to return Student to the District during the duration of this Agreement, Parents must provide at least thirty (30) calendar days advance written notice of such intent to the Director of Special Education and Student Services, and, after the District's receipt of such notice from Parents, the District shall: (a) Confer with Parents and Student's then-current school to create an interim Individualized Education Program ("interim IEP") within thirty (30) calendar days after the District's receipt of such notice from Parents and implement the interim IEP upon Student's initial return to the District and until the District can re-evaluate Student and convene an IEP team meeting as stated in Paragraph Five (5) of this Agreement; (b) Conduct the re-evaluation of Student contemplated in Paragraph Five (5) of this Agreement, should the District or Parents determine that a Re-evaluation is warranted, and issue the Re-evaluation Report to Parents within sixty (60) calendar days of the District's receipt of consent to Permission to Re-Evaluate from Parents, provided, however, that the sixty (60) calendar days shall not include the days from the day after the last day of the school term up to and including the day before the first day of the subsequent fall school term; and (c) Convene an IEP team meeting to review the District's Re-evaluation Report and Student's eligibility and to review and revise Student's interim IEP accordingly in order to create an annual IEP and issue a finalized annual IEP and accompanying NOREP within thirty (30) calendar days of the re-evaluation; and (d) If and when Student returns to the District pursuant to Paragraph Six (6) of this Agreement, the waivers and releases provided by this Agreement shall cease as of the first day of Student's attendance at the District, except that Parents will continue to waive all claims relating to Student's entitlement to a

FAPE until the date the District issues the annual IEP and NOREP per Paragraph Six (6), Subparagraph (c), of this Agreement; and (e) The Parties agree that in the event that there is a disagreement with the interim IEP or annual IEP offered under this Paragraph, the pendent placement shall be the IEP and NOREP offered under this Paragraph.

7. The District, in the spirit of compromise and to avoid potential conflict and litigation, will not contest Parents' decision for Student to receive private school instruction at Placement and/or Portable Placement during the time encompassing the 2025-2026, 2026-2027, and 2027-2028 school years. Nothing about the manner in which the payment of tuition and/or educational costs are made under Paragraph One (1), nor any other provision of this Agreement, shall constitute District ratification, approval, or agreement of Student's program and placement at Placement and/or Portable Placement.

8. The total responsibility of the District for the provision of educational programming to Student under state and federal law shall be discharged through the last day of the 2027-2028 school year, including ESY 2025, 2026, and 2027, or until such time as Student is re-enrolled for full-time attendance in District schools and the District has made an offer of FAPE pursuant to Paragraph Six (6), Subparagraph (c), whichever comes first. The payments as set forth above and as described in Paragraph One (1) are in full satisfaction of a special education placement. There is no responsibility by the District to ensure that any IEPs for Student are being implemented at Placement and/or Portable Placement (regardless of any contractual arrangement between Placement/Portable Placement and the District) nor agreement by the District that Placement and/or Portable Placement is an appropriate placement. Because the District cannot assure adherence to all state and federal laws related to the education of eligible students at Placement

and/or Portable Placement, the Parties agree that the funding of services set forth in Paragraph One (1) will be made through this Agreement and not through an IEP and NOREP.

9. Parents agree that they bear sole responsibility for the educational placement of Student for the 2025-26, 2026-27, and 2027-28 school years and ESY 2025, 2026, and 2028 or until such time as Student is re-enrolled for full-time attendance in District schools and the District has made an offer of FAPE pursuant to Paragraph Six (6), Subparagraph (c), whichever comes first, and that they shall ensure that Student will meet compulsory attendance requirements during the period in which this Agreement is in effect.

10. Nothing in this Agreement shall be construed to limit the right of Parents to raise claims concerning the non-implementation of this Agreement.

11. Parents agree to provide consent for the release of copies of any and all educational records of Student from Placement and/or Portable Placement, including all assessments, psychological and/or psychiatric evaluations, progress monitoring/reports, report cards, teacher reports, disciplinary and attendance records, health records, individualized education plans or similar documents, evaluations, and similar data collection and documentation reflecting Student's academic, social, emotional, and/or behavioral progress. Parents agree that in the event that Placement and/or Portable Placement does not provide the information within a thirty (30) day time period, Parents will provide copies of all the records described above to the District. Parents also agree that the District may contact Placement and/or Portable Placement directly to discuss not only financial information, but also the educational programming provided by Placement and/or Portable Placement to Student.

12. The District shall fund ESY and provide transportation for ESY for Student for the summers of 2025, 2026 and 2027 at Placement and/or Portable Placement, if said placement

provides ESY. Should the Placement or Portable Placement not have ESY, the Parties shall agree in writing to a mutually agreeable comparable ESY program.

13. The District shall reimburse Parents up to Fourteen-Hundred Dollars (\$1,400.00) for Student's placement at a parentally chosen program for ESY 2024 within forty-five (45) days of submission by Parents to the District's Director of Special Education and Student Services of an invoice for said program and evidence of payment of the same by Parents, which may include a cancelled check, credit card statement, or evidence from the provider that notes the invoice(s) was paid by Parents.

ATTORNEYS FEES

14. The District shall pay or reimburse attorney's fees in an amount not to exceed Twelve-Thousand Dollars (\$12,000.00) to the Law Offices of Murphy & Murphy, P.C., P.O. Box 97, Pen Argyl, PA 18072, that were incurred no later than thirty (30) days after the full execution of this Agreement, within forty-five (45) days of both the execution of this Agreement by all parties and the submission of a detailed invoice for services substantiating the fees incurred under the IDEA and Section 504 from the Law Offices of Murphy & Murphy, P.C., and a W-9 from the same. To the extent that Parents seek reimbursement for said fees, Parents must also submit evidence of payment of the same.

WAIVERS AND RELEASES

15. Parents acknowledge and agree that by accepting the terms of this Agreement they are waiving rights that they and Student may otherwise have for all claims from the beginning of time through the last day of the 2027-28 school year, including ESY 2025, 2026, and 2027, or until the date of re-enrollment for full-time attendance in District schools and the District has made an offer of FAPE pursuant to Paragraph Six (6), Subparagraph (c), of this Agreement, whichever comes first. Waivers shall include, but not be limited to, all equitable and legal rights arising out

of or related in any way to the District’s obligation to provide educational programming, services, and/or evaluations to Student and/or any other claims arising from or related to, and including but not limited to, the Individuals with Disabilities Education Act, as amended, 20 U.S.C. §1401 et seq. and its implementing regulations, 34 C.F.R. Part 300; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794 and its implementing regulations, 34 C.F.R. Part 104; the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12101 et seq. and its implementing regulations; the Civil Rights Act of 1871, as amended, 42 U.S.C. §§1983, 1985; the Civil Rights Attorney’s Fee Award Act of 1976, as amended, 42 U.S.C. §1988; the United States Constitution; Education Amendments Act of 1972, as amended, 20 U.S.C. §§1681 - 1688 (“Title IX”); the Pennsylvania Constitution; the Pennsylvania Public School Code of 1949, as amended, 24 P.S. §1-101 et seq.; the Pennsylvania Human Relations Act, as amended, 43 P.S. §951 et seq.; Chapter 14 of the Regulations of the Pennsylvania State Board of Education, relating to special education services and programs, 22 PA. CODE Chapter 14; and Chapter 15 of the Regulations of the Pennsylvania State Board of Education, 22 PA. CODE Chapter 15 and any other common, civil, criminal, local, state and/or federal law of any kind and of any jurisdiction, including, where applicable, any former version(s) and any future revision(s) of the laws, statutes and regulations and the right to access services or participate in activities to which Student would otherwise be entitled as a resident of the District.

16. Parents shall refrain from any action that has the effect of reinstating, reviving, or initiating any administrative or judicial proceeding of any sort against the District and its officers, directors, employees, agents, attorneys, and insurers regarding Student and/or Parents concerning Student’s education during the time encompassing the 2025-2026 school year through the last day

of the regular 2027-2028 school year, including ESY 2025, 2026, and 2027, except as otherwise explicitly provided in this Agreement.

ADDITIONAL ACKNOWLEDGEMENTS

17. In no way should entering into this Agreement be considered or deemed to constitute an admission of fault, liability, or wrongdoing by the District and/or any of the District's officers, directors, employees, agents, attorneys, and insurers for any alleged actions and/or allegations that have been or may be asserted by Parents. Moreover, nothing in this Agreement shall be deemed to establish any sort of policy, practice, or custom of the District concerning any matter, including, but not limited to, the provision of special education and related services.

18. This Agreement constitutes the entire agreement and understanding between the Parties, and this Agreement replaces and rescinds any and all previous or contemporaneous awards or rulings and/or agreements or understandings between the Parties, whether written or oral. No promise or inducement not expressed herein has been made to the Parties.

19. This Agreement shall not be subject to any claim of mistake of fact, as it expresses a full and complete settlement, regardless of the adequacy or inadequacy in the amount paid.

20. This Agreement may only be modified by mutual agreement of the Parties in writing.

21. Both parties have read and negotiated the language used in this Agreement, and the parties agree that because all parties participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement that construes ambiguous language in favor of or against any party by reason of that party's role in drafting this Agreement.

22. Parents acknowledge that: (a) they have received notice of their rights under state and federal law as the parents of a child with disabilities, (b) they are fully aware of these rights and the extent to which they are waiving them in this Agreement, (c) that they are aware that they

are waiving rights on behalf of the Student, (d) that they have consulted with counsel or had the opportunity to consult with counsel concerning their rights and this Agreement for a period of at least fourteen (14) days, (e) that they have had sufficient time to consider the terms and obligations described by this Agreement and it is their belief that entering into this Agreement on behalf of Student is in the best interests of Student; (f) that they understand the nature and scope of this Agreement and suffer from no disability or impairment that prevents their ability to do so, and (g) that they are signing this agreement, including this waiver of important rights, knowingly and voluntarily of their own free will, without compulsion of any kind.

23. The Parties shall maintain the terms of this Agreement in confidence to the extent required by law. In this regard, the Parties agree that they, or anyone on their own behalf, will not reveal the terms of this Agreement to any individual or entity, except to the extent required by law or lawful courts or is as necessary to effectuate its terms absent written consent from the non-disclosing party.

24. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

25. This Agreement may be specifically enforced in court and may be used as evidence in a subsequent proceeding.

26. Parents hereby represent and affirm that they possess sole educational decision-making authority and legal decision-making authority on behalf of Student necessary to enter into this Agreement on Student's behalf, and Parents hereby agree to wholly indemnify the District should claims arise from any third party regarding the subject matter of this Agreement.

27. In the event the parties do not sign this Agreement contemporaneously, the date of execution of this Agreement shall be deemed to be the date on which the last party signed this Agreement.

28. In the event that two or more counterparts of this Agreement are executed all such counterparts shall collectively constitute the same instrument. The transmission of a signed copy of this Agreement by one party directly or through counsel to the other party directly or through counsel by facsimile transmission, email, or similar electronic means will have the same force and effect as delivery of the original, manually signed counterpart so transmitted.

CAUTION: READ THIS ENTIRE AGREEMENT, WHICH CONSISTS OF TWENTY-EIGHT (28) PARAGRAPHS, BEFORE SIGNING YOUR NAME BELOW

ATTEST:

Secretary of the School Board for the
SAUCON VALLEY SCHOOL DISTRICT

President of the School Board for the
SAUCON VALLEY SCHOOL DISTRICT

Date: _____
[Electronically Signed] 2025-06-10 13:00:41 UTC - 65.78.72.31
[Nintex AssureSign®] 035ea8d-f8ed-4210-b696-b2800d5f714

Date: _____
[Electronically Signed] 2025-06-10 12:21:25 UTC - 65.78.109.19
[Nintex As] >4ad30fc-d3f2-47db-b699-b27f0109428

Witness of Parent's Signature

Date: 06/10/2025
[Electronically Signed] 2025-06-10 13:00:59 UTC - 65.78.72.31
[Nintex AssureSign®] 466c38de-3613-48d4-9519-b2800d5f714
[Nintex AssureSign®] c35243c1-a5c8-4964-9659-b2800d5f714

Date: 06/10/2025
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[Nintex AssureSign®] ee4c0c63-154d-4ab5-bdf9-b27f0109428
[Nintex As] 9428

Witness of Parent's Signature

Date: 06/10/2025
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Date: 06/10/2025
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[Nintex AssureSign®] 4011610e-45a5-4151-5529-b27f0109428

Software as a Service (SpringMath®)

Customer Name: Saucon Valley School District
Address: 2097 Polk Valley Rd
Hellertown, Pennsylvania 18055-2400

Natl. Client Solutions Manager: Holly Nicholls
E-mail: holly.nicholls@sourcewell-mn.gov
Phone: 218-541-5308
Mobile: 952-237-0208

Customer Contact: Amy Braxmeier
Title: Principal
Email: amy.braxmeier@svpanthers.org
Phone: 6108387004

Billing Contact: Amy Braxmeier

DESCRIPTION OF SERVICES

Product: SpringMath

Start Date: 7/1/2025
End Date: 6/30/2026
Term (years): 1

TOTAL INITIAL TERM INVESTMENT

Product Description	Quantity	Unit Price	Total Price*	Bill Date
SpringMath License	660.00	\$11.50	\$7,590.00	7/1/2025
Ongoing Advantage	1.00	\$2,025.00	\$2,025.00	7/1/2025
Additional Training	1.00	\$475.00	\$475.00	7/1/2025

Initial Term Total: \$10,090.00

I. ONBOARDING ADVANTAGE SERVICES AND SUPPORT (required for new Customers, optional for renewing Customers)

Onboarding Advantage Services and Support include the following:

- Initial consultation;
- Set-up and rostering (Customer is responsible to keep student and staff rosters up to date);
- One virtual session up to 60 minutes; and
- Post-implementation check-in

II. ONGOING ADVANTAGE SERVICES AND SUPPORT (optional)

Ongoing Advantage Services and Support including the following:

- Seasonal virtual consultations (fall, winter & spring) up to 60 minutes each:
 - Implementation review
 - Data consultations
 - Implementation fidelity
 - Student progress
 - Plan for upcoming school year (Customer is responsible to keep student and staff rosters up to date)
- Custom training: One virtual session up to 60 minutes

III. ADDITIONAL TRAINING (available only as an add-on to Onboarding or Ongoing purchase)

Additional training includes the following:

- One 90-minute virtual session up to 90 minutes.

IV. TERM, RENEWAL/NON-RENEWAL

The initial term of this Software as a Service Agreement (“Agreement”) begins on the Effective Date and, unless terminated earlier pursuant to this Agreement’s express provisions, will continue in effect until the date specified above (the “Initial Term”). This Agreement will automatically renew for a 12-month period (“Renewal Term”) on the End Date, unless earlier terminated pursuant to this Agreement’s express terms or either Party gives the other Party written notice of non-renewal at least 90 days prior to the expiration of the then-current term (“Non-Renewal”).

Automatic renewal will continue for subsequent Renewal Terms at the end of each Renewal Term, subject to notice of Non-Renewal. Sourcewell reserves the right to change the Unit Price after the End Date and each Renewal Term, which will be reflected in the first invoice sent at the beginning of each Renewal Term. Changes to other terms and conditions will be addressed pursuant to Section 11 below.

I. ANNUAL TERM INVESTMENT SCHEDULE

Product Description	Year	Quantity	Unit Price	Total Price*	Bill Date
SpringMath License	Yearly	660	\$11.50	\$7,590.00	7/1/2026
Ongoing Advantage	Yearly	1	\$2,025.00	\$2,025.00	7/1/2026

Yearly: \$9,615.00

*Cost does not include taxes. Tax exempt entities need to provide their tax exempt form or certificate. If no tax exempt form or certificate is provided, tax will be charged on the final invoice. Cost also does not include travel expenses which will be billed as incurred.

Software as a Service Agreement for SpringMath

This Software as a Service Agreement (this "Agreement"), effective as of **7/1/2025** (the "Effective Date"), is by and between Sourcewell, a Minnesota service cooperative and government entity created pursuant to Minnesota Statutes, section 123A.21, located at 202-12th Street NE, PO Box 219, Staples, MN ("Sourcewell"), and **Saucon Valley School District**, a located at **2097 Polk Valley Rd Hellertown, Pennsylvania 18055-2400** ("Customer"). Sourcewell and Customer may be referred to herein collectively as the "Parties" or individually as a "Party."

Article I. Definitions.

"**Customer End User**" means Customer's employees and staff who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement.

"**Customer Data**" means information, data, and other content that is submitted, posted, or otherwise transmitted by or on behalf of Customer or a Customer End User through the Services.

"**Sourcewell IP**" means the Services and any intellectual property provided to Customer or any Customer End User in connection with the foregoing. For the avoidance of doubt, Sourcewell IP does not include Customer Data.

"**Services**" means the software-as-a-service and technical support and professional services described attached herein, provided by Sourcewell to Customer pursuant to the terms and conditions of this Agreement.

Article II. License, Use, and Support.

2.1 Provision of Access. Sourcewell hereby grants Customer and Customer End Users a non-exclusive, non-transferable right to access and use the Services during the Term of this Agreement, as defined in paragraph 8.1, in accordance with the terms and conditions herein. The total number of students rostered will not exceed the license quantity described herein except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.

2.2 Customer Support. The Sourcewell Customer Experience Center ("CEC") is the central point of contact for all support, including issues and questions the Services, service and training requests, network issues, and troubleshooting. CEC staff is available by telephone at 1-877-772-9355, Monday-Friday from 7 a.m. to 4:30 p.m. Central Time. In addition, the Customer may send an email to support@springmath.org or submit a Support Request through Sourcewell's support portal (<http://www.tiescloud.net/support>).

2.3 Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not and shall not permit its End Users or any third party to: (i) modify or create derivative works of the Services; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise

make available the Services; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services; or (iv) remove any proprietary notices from the Services.

2.4 Customer Responsibilities. Customer shall be responsible for any unauthorized access to and use of the Services by its employees, contractors, and agents. In the event of an actual or suspected security breach involving unauthorized access to or use of the Services, Customer shall provide Sourcewell with written notice within 48 hours of the actual or suspected event and include a summary of the events. Customer shall cooperate with Sourcewell to minimize any adverse impact on Sourcewell and its Customers.

Article III. Fees and Payment

3.1 Fees. In exchange for access to and use of the Services, Customer shall pay Sourcewell the fees ("Fees") set forth in herein within 30 days after Customer's receipt of an invoice (the "Due Date"). Any payment not received within forty-five (45) days of the Due Date will accrue interest at a rate of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law, whichever is lower.

3.2 Payment Disputes. Customer may withhold from payment any Fees that Customer disputes in good faith, pending resolution of such dispute, provided that Customer: (i) timely renders all payments and amounts that are not in dispute; and (ii) notifies Sourcewell of the dispute prior to the Due Date for payment, specifying in such notice the amount in dispute and the reason for the dispute. Sourcewell and Customer agree to use reasonable efforts to resolve any dispute within 30 days after Sourcewell receives Customer's notice. Any disputed amounts resolved in favor of Customer shall be credited to Customer's account on the next invoice following resolution of the dispute. Any disputed amounts determined to be payable to Sourcewell shall be due within 30 days of resolution of the dispute.

3.3 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of regulatory fees, surcharges, taxes, and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder.

Article IV. Customer Data

4.1 Customer Data. To provide the Services, Sourcewell must store, host, or have access to Customer's data including student personally identifiable information ("Customer Data"). Customer may request the prompt return or destruction of Customer Data at any time for any reason, subject to payment for time and materials at reasonable rates by Customer to Sourcewell. Customer is responsible to back-up its Customer Data; Sourcewell is not responsible for loss or corruption of Customer's Data.

4.2 Legal Compliance. Sourcewell complies with applicable state and federal laws and regulations pertaining to data privacy and security with respect to Customers' Data, including the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes, Chapter 13; similar state laws applicable to Sourcewell due to its provision of Services outside the State of Minnesota; the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g (34 CFR Part 99); the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6506; and, the Protection of Pupil Rights Amendment ("PPRA"), 20 U.S.C. 1232h.

4.3 MGDPA Policy. All Customer Data provided to Sourcewell in connection with the Services is subject to the MGDPA. Sourcewell's Data Practices Policy, Data Inventory, and Records Retention Schedule explains how Sourcewell complies with requirements in the MGDPA and is available to Customer upon request.

4.4 Information Security Program Policy. Sourcewell's Information Security Program Policy describes how Sourcewell protects the confidentiality, integrity, and availability of the information on its systems, including Customer Data. Sourcewell's Information Security Program Policy is available upon request.

Article V. Intellectual Property Ownership and Protection

5.1 Sourcewell IP. Customer acknowledges that all right, title, and interest in all Sourcewell IP is owned by Sourcewell or its licensors. Customer shall not and shall not allow its End Users or any third party to: (a) adapt, modify, change,

maintain, translate, decompile, disassemble, reconstruct, or reverse engineer the Services or portion thereof; (b) identify or discover any source code of any related software; (c) distribute, sell, or sublicense copies of the Services or portion thereof; or (d) incorporate any portion of the Services into or with any other products or create any derivative works of the same.

5.2 Customer Data. Sourcewell acknowledges that Customer owns all right, title, and interest, including all intellectual property rights, in and to its Customer Data. Customer hereby grants to Sourcewell a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and use and display the Customer Data solely to the extent necessary for Sourcewell to provide the Services to Customer.

Article VI. Sourcewell Representations and Warranties; Disclaimers

6.1 Sourcewell Authority and Performance. Sourcewell represents and warrants that: (a) it has the legal right and authority to enter and perform its obligations under this Agreement, and (b) the performance of its obligations under this Agreement will not violate any applicable federal or state laws or regulations or cause a breach of any agreements with third parties.

6.2 Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, ALL SERVICES ARE PROVIDED ON AN “AS IS” BASIS, AND CUSTOMER’S USE OF SUCH SERVICES IS AT ITS OWN RISK. SOURCEWELL DOES NOT MAKE, AND HEREBY DISCLAIMS, ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY THAT FAILS OF ITS ESSENTIAL PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. SOURCEWELL DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE; THAT THE SERVICES WILL MEET ALL CUSTOMERS’ REQUIREMENTS; THAT THE RESULTS WILL BE EFFECTIVE, ACCURATE OR RELIABLE; OR THAT THE QUALITY WILL MEET CUSTOMERS’ EXPECTATIONS.

6.3 Disclaimer of Actions Caused by or Under the Control of Third Parties. SOURCEWELL DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM SOURCEWELL’S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER’S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH SOURCEWELL WILL USE PROMPT AND COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, SOURCEWELL CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, SOURCEWELL DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS WHICH ARE CAUSED BY SUCH THIRD PARTIES.

Article VII. Customer Representations and Warranties

7.1 Authority and Performance. Customer represents and warrants that: (a) it has the legal authority to enter into and perform its obligations under this Agreement; (b) the performance of its obligations and use of the Services by Customer and Customer’s End Users will not violate any laws or regulations or unreasonably interfere with other Sourcewell customers’ use of the Services; and (c) Customer shall use best efforts to ensure that it and all Customer End Users fully comply with Customer’s obligations under this Agreement, state and federal law, and Sourcewell policies.

7.2 Breach of Warranties. In the event of Customer’s breach of any representations or warranties described in Section 7.1, in addition to its termination rights here and any other remedies available at law or in equity, Sourcewell has the right to suspend the Services if Sourcewell, in its sole discretion, deems it reasonably necessary to prevent any harm to Sourcewell, its operations, and other customers. Once cured to Sourcewell’s reasonable satisfaction, Sourcewell will promptly recommence the suspended Services. Without prejudice to Sourcewell’s right to take remedial action, Sourcewell will provide prompt notice to Customer of any breach and an opportunity to cure the breach.

7.3 Compliance with Laws. Customer shall ensure that it and all Customer End Users use the Services only for lawful purposes and in accordance with this Agreement. Customer shall ensure that it and Customer End Users comply in all material respects with all applicable laws and regulations.

Article VIII. Term and Termination

8.1 Term. "Term" means the Initial Term plus any Renewal Term(s).

8.2 Termination. In addition to any other express termination right set forth in this Agreement:

(a) Sourcewell may terminate this Agreement in the event Customer fails to remit timely payment in accordance with paragraph 3.1 and does not remedy nonpayment within ten (10) days of the date of written notice from Sourcewell.

(b) Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching Party provides the other Party with written notice of such breach.

In the event of breach by Customer and its failure to cure the breach as described herein, Sourcewell has the right (but not the obligation) to suspend Customer's access to the Services until the breach is cured to Sourcewell's reasonable satisfaction. If Customer cures the breach, Sourcewell will recommence access to the suspended Services. If Customer fails to cure the breach, the Parties will proceed with the dispute resolution provisions described herein.

8.3 Effect of Expiration or Termination. Upon expiration or termination of this Agreement: (a) Sourcewell will immediately cease providing the Services; (b) all licenses granted to Customer by Sourcewell to use the Services and other intellectual property will terminate; (c) Customer's payment obligations for Fees incurred through the applicable Term will immediately become due and payable within thirty (30) days without further notice.

8.4 Survival. Articles 2, 3, 5, 6, 7, 8, and 10 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

Article IX. Insurance

9.1 Sourcewell Minimum Levels. Sourcewell agrees to keep in full force and effect during the Term of this Agreement: (a) comprehensive general liability insurance in an amount not less than \$1 million per occurrence for bodily injury and property damage; (b) professional errors and omissions insurance in an amount not less than \$2 million per occurrence; (c) cyber liability insurance in an amount not less than \$2 million per occurrence; and (d) workers' compensation insurance in an amount not less than that required by applicable law. Sourcewell agrees that it will ensure and be solely responsible for ensuring that its contractors and subcontractors maintain insurance coverage at levels no less than those required by applicable law and customary in the industry.

9.2 Customer Minimum Levels. Customer agrees to keep in full force and effect during the term of this Agreement: (a) comprehensive general liability insurance in an amount not less than \$1 million per occurrence/\$2 million aggregate for bodily injury and property damage; (b) cyber liability insurance in an amount not less than \$1 million per occurrence; and (c) workers compensation insurance in an amount not less than that required by applicable law. Customer agrees that it will ensure and be solely responsible for ensuring that its agents, including contractors and subcontractors, maintain insurance coverage at levels no less than those required by applicable law and customary in the industry.

Article X. Legal Responsibility; Limitations of Liability; Disclaimer of Consequential Damages; Statute of Limitations

10.1 Legal Responsibility. Customer and Sourcewell will each be responsible for their own acts and behavior and the results thereof. Sourcewell's liability is governed by the State of Minnesota's Tort Liability Act, Minn. Stat. Chapter 466, and other applicable laws.

10.2 Statute of Limitations. ANY ACTION RELATED TO THIS AGREEMENT MUST BE BROUGHT BY CUSTOMER WITHIN TWO (2) YEARS FROM THE DATE SUCH ACTION COULD HAVE BEEN BROUGHT DESPITE ANY LONGER PERIOD PROVIDED BY STATUTE. CUSTOMER UNDERSTANDS AND AGREES THAT ANY SUCH LONGER PERIOD IS WAIVED UNDER THIS AGREEMENT.

Article XI. Miscellaneous

11.1 Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including, but not limited to, acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, pandemic, governmental act or failure of the Internet (each a "Force

Majeure Event”), provided that the delayed party: (a) gives the other party prompt notice of such cause; and (b) uses its reasonable efforts to promptly correct such failure or delay.

11.2 Dispute Resolution. The Parties will attempt to resolve any dispute between them in a mutually convenient manner between representatives of each party with proper authority. If this is unsuccessful, the Parties will complete unbinding mediation in good faith. Each party shall pay its own attorneys' fees; the mediator's fees will be shared equally. All discussions during meetings and mediation shall be confidential under Rule 408.

11.3 Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota without regard to conflict of law rules.

11.4 Severability. If any provision of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remaining provisions in such agreement shall remain in full force and effect.

11.5 No Waiver. Sourcewell’s failure to exercise any rights under this Agreement will not constitute a waiver of any such rights or of a subsequent breach, default, or right. Any waiver must be in writing and signed by an authorized representative of Sourcewell.

11.6 Assignment; Successors/Assigns. Customer may not assign its rights or delegate its duties under this Agreement without Sourcewell’s prior written consent, which shall not be unreasonably withheld. Any attempted assignment or delegation without such consent will be void. Sourcewell may assign its obligations under this Agreement. Sourcewell will promptly provide Customer with written notice of any such assignment. Sourcewell also may delegate the performance of certain Services to qualified third parties. Notwithstanding the previous provisions, the terms and conditions of this Agreement shall be fully binding on any successors and/or assignees of Customer authorized by Sourcewell.

11.7 Notice. Notices and other communications by either party under this Agreement may be delivered by hand, deposited with an overnight courier, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party. Notice will be deemed to have been given as of the date it is delivered, mailed, or sent, whichever is earlier. Notice may be provided via email and is deemed to have been given upon confirmation of receipt by the other party.

11.8 Relationship of Parties. Sourcewell and Customer are independent contractors, and this Agreement does not establish a partnership, joint venture, employment, franchise, or agency between them. Neither Sourcewell nor Customer will have the power to bind the other or incur obligations on the other’s behalf without the other’s prior written consent.

11.9 Entire Agreement; Amendments. This Agreement between the Parties constitutes the entire agreement between them with respect to the subject matter set forth herein and supersedes all prior agreements with respect to the subject matter. The Agreement may be amended or changed only by mutual written agreement signed by authorized representatives of the parties. Notwithstanding the foregoing, Sourcewell reserves the right to change the Unit Price after the End Date and each Renewal Term, which will be reflected in the first invoice sent at the beginning of each Renewal Term

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Customer:

Sourcewell:

Authorized Signature

Authorized Signature

Printed Name

Printed name

Title

Title

Date Signed

Date Signed



Quotation

Quote #: Q-08081
Date: Mar 27, 2025
Expires On: Jul 31, 2025

eSpark Learning

2810 N. Church St #39739, Wilmington, DE 19802, United States
Phone: +1 312-894-3100 Fax:
Email: contracts@esparklearning.com

Prepared For
Amy Braxmeier
Saucon Valley El Sch
2085 Polk Valley Rd
Hellertown, PA 18055
United States
6102487742
amy.braxmeier@svpanthers.org

Bill To
Saucon Valley El Sch
2085 Polk Valley Rd
Hellertown, PA 18055
United States

SALESPERSON	EXT	EMAIL	DELIVERY METHOD	PAYMENT TERMS
Anthony Coloca	x	anthonycoloca@esparklearning.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	Start Date	End Date	LIST PRICE	NET UNIT PRICE	EXTENDED
1.00	PD Session	Add'l PD session(s), training up to 20 teachers & staff	8/1/2025	7/31/2026	\$600.00	\$600.00	\$600.00
410.00	eSpark Math		8/1/2025	7/31/2026	\$15.00	\$13.50	\$5,535.00
SUBTOTAL:							\$6,750.00
DISCOUNT:							\$615.00
TOTAL:							\$6,135.00

Terms & Conditions

This quote incorporates and is subject to the terms & conditions on our website at www.esparklearning.com/terms, and constitutes a binding contract entered into between eSpark Inc. and the entity listed above.

Signature: _____

Effective Date: ____/____/____

Name (Print): _____

Title: _____

Please sign and email to Anthony Coloca at anthonycoloca@esparklearning.com

THANK YOU FOR YOUR BUSINESS!

Saucon Valley School District

Consultant Services Agreement

The Saucon Valley School District, located in Hellertown, PA, agrees to retain the professional services of

NAME : Ken Zimmerman

TELEPHONE : 610-297-5879

ADDRESS: 4904 Glenview Street, Schnecksville, PA 18078

in the capacity of a consultant under the terms described below. Description of services to be performed and products to be delivered:

Drill Writer for the Saucon Valley High School Marching Band. Ken will have the responsibility of writing and arranging the 2025-2026 competition show for the Marching Band. This responsibility includes approximately 40+ pages of drill and movement for approximately 50-60 marchers and all revisions throughout the season.

Any materials, products, and reports that are produced by the consultant under the terms of this agreement are the sole property of the Saucon Valley School District. The consultant hereby assigns his entire right, title and interest in, to and under any copyrights to the materials, products and reports created pursuant to this Agreement, and the consultant agrees to sign any further documentation necessary to effectuate this assignment. The consultant agrees to assume all responsibility for gaining and delivering to Saucon Valley School District any necessary permissions to use materials produced by other individuals, agencies, and institutions which the consultant uses in carrying out the terms of this agreement. Further, any materials, products and reports of the Saucon Valley School District (including those materials, products, reports created pursuant to this Agreement), as well as any internal operations and activities of the school district, made known to the consultant through contact with the school district are privileged and confidential, and no use shall be made of them by the consultant without the expressed written consent of the school district. The consultant shall particularly refrain from publishing same without consent of the school district.

The consultant is an independent contractor and not an employee of Saucon Valley School District and, subject to the School District's satisfaction with the results of the consultant's services, the consultant shall determine his or her own method of operation in accomplishing the services to be performed and products to be delivered under this Agreement. The consultant will not be entitled to receive any other compensation or benefits other than those expressly provided in this Agreement. As an independent contractor, the consultant is not authorized to act for or on behalf of Saucon Valley School District.

Anticipated period of performance from July 2025 through June 2026.

TERMS OF PAYMENT

1. Consultant will be compensated at the rate of \$3,000.00 for the 2025-2026 season.
2. Reimbursement for travel and other expenses will be made by the Saucon Valley School District as follows: as required and approved by the Superintendent; mileage at state rates; meals and lodging as per district policy.
3. Estimated total fees and expenses not to exceed \$3,000.00 .

Saucon Valley School District's obligation to compensate the consultant, and to reimburse him or her for incurred expenses, shall be conditioned upon the consultant's complete performance of the services described in this Agreement, and delivery of any and all products specified herein. Payment for services performed and expenses incurred will be made upon submission of consultant's invoice and appropriate supporting documents.

The consultant agrees to indemnify and save harmless Saucon Valley School District, its Board of School Directors and its employees from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including reasonable attorneys fees, expenses, and court costs) arising out of or resulting from any actions or inactions of the consultant.

I have reviewed the Saucon Valley School District's Consultant Services Agreement. I agree to provide the services described as per the stated conditions. I also understand that the Saucon Valley School District has the right to terminate these services for any reason, or no reason at all, at any time upon written notice to the consultant. In the event that the consultant should be terminated prior to the complete performance of the contract, consultant shall only be entitled to receive compensation for the services performed and expenses incurred prior to notice of termination, provided that the consultant has complied with the other terms and conditions of this Agreement.

Saucon Valley School District

Consultant

By _____
Board President

By _____

By _____
Superintendent

Date 06/15/2025

Date _____

Kenneth Zimmerman

Saucon Valley School District

Meeting of the Facilities Committee
District Office Conference Room
June 11, 2025 – 5:00 pm

The Saucon Valley School Board's Facility Committee met on June 11, 2025, at 5:00 p.m. in the District Office Conference Room.

The following items were on the Facility Committee agenda:

Discussion & Action – High School Gym Divider wall

Discussion & Action – District Maintenance Contracts

Discussion & Action – Bus and Van Purchases

Discussion & Action – District Road Resurfacing

The committee recommended sending the following to the Board for approval:

Maintenance Contracts, Bus/Van Purchases, and Road Resurfacing.

**Saucon Valley School District
Declaration of Surplus/Obsolete**

Quantity	Description of Item(s) (Include any Serial/ISBN #, Manufacturer/Publisher)	Reason for Disposal	Method of Disposal *Office Use Only*
21	Adventures of the Superkids Reader - 978-1-61436-6	Updated Curriculum	
1	Teacher Materials First Semester - 9781614368618	Updated Curriculum	
1	Teacher Materials Second Semester - 9781614368625	Updated Curriculum	
18	More Adventures of the Superkids Reader - 978-1-61436-233-3	Updated Curriculum	
1	Math in Focus Teacher Edition 1A - 978-1-328-88135-9	Updated Curriculum	
1	Math in Focus Teacher Edition 1B - 978-1-328-88091-8	Updated Curriculum	
6	Math in Focus Student Workbook 1B - 978-1-328-88106-9	Updated Curriculum	
20	Math in Focus Student Book 1B - 978-1-328-88070-3	Updated Curriculum	
25	Math in Focus Student Book 1A - 978-1-328-88069-7	Updated Curriculum	
Additional Comments:			

Date: 06/05/2025

Employee Name: Lindsay Steiner

Employee Email: lindsay.steiner@svpanthers.org

School: Elementary School

Pickup Location/Room #: 1st Grade Hallway

Optional Upload photos here:

**Saucon Valley School District
Declaration of Surplus/Obsolete**

Quantity	Description of Item(s) (Include any Serial/ISBN #, Manufacturer/Publisher)	Reason for Disposal	Method of Disposal *Office Use Only*
65	Math in Focus 3B student books ISBN # 978-1-328-88074-1	New Curriculum	
40	Math in Focus 3A student books ISBN # 978-1-328-9-88073-4	New Curriculum	
23	Social Studies Communities Around Us ISBN # 0-382-32682-2	New Curriculum	
Additional Comments:			

Date: 06/05/2025

Employee Name: Cristina Reyes

Employee Email: cristina.reyes@svpanthers.org

School: Elementary School

Pickup Location/Room #: End of 3rd grade Hallway by

Optional Upload photos here:

**Saucon Valley School District
Declaration of Surplus/Obsolete**

Quantity	Description of Item(s) (Include any Serial/ISBN #, Manufacturer/Publisher)	Reason for Disposal	Method of Disposal *Office Use Only*
2	Math in Focus Kindergarten big book ISBN 978-1-328-88067-3	New curriculum	
4	Math in Focus 1st grade manuals ISBN 978-1-328-88091-8	New curriculum	
2	Math in focus 2nd grade manuals ISBN 978-1-328-88092-5	New curriculum	
2	Math in Focus K manuals ISBN 978-1-328-88040-6	New curriculum	
7	Math in Focus 2nd grade workbooks ISBN 978-1-328-88138-0	New curriculum	
13	Math in Focus 1st grade workbooks ISBN 978-1-328-88126-7	New curriculum	
7	Math in Focus 1st grade student books ISBN 978-0-544-19355-0	New curriculum	
1	Math in Focus Teacher activity cards ISBN 978-0-669-01656-7	New curriculum	
6	Math in Focus K workbooks ISBN 978-1-328-88061-1	New Curriculum	
Additional Comments:			

Date: 06/05/2025

Employee Name: Desiree Seiferheld

Employee Email: desiree.seiferheld@svpanthers.org

School: Elementary School

Pickup Location/Room #: First grade hallway

Optional Upload photos here:

**Saucon Valley School District
Declaration of Surplus/Obsolete**

Quantity	Description of Item(s) (Include any Serial/ISBN #, Manufacturer/Publisher)	Reason for Disposal	Method of Disposal *Office Use Only*
2610	Adventure of the Super Kids Super-Duper Magazines. 978-1-59833-485-2	updated curriculum	
4	Adventure of the Super Kids library. Welcome Back. 978-1-59833-685-6	updated curriculum	
6	Adventure of the Super Kids library. Easy. 978-1-59833-335-0	updated curriculum	
7	Adventures of the Super Kids library. On Level 978-1-59833-353-4	updated curriculum	
6	Adventures of the Super Kids library. Challenging 978-1-59833-410-4	updated curriculum	
6	More Adventures of the Super Kids library. Easy 978-1-59833-336-7	updated curriculum	
5	More Adventures of the Super Kids library. On level 978-1-59833-354-1	updated curriculum	
5	More Adventures of the Super Kids library. Challenging 978-1-59833-470-8	updated curriculum	
98	Adventures of the Super Kids reader (grade 1) 978-1-61436-232-6	updated curriculum	
98	More Adventures of the Super Kids reader (grade 1) 978-1-61436-233-3	updated curriculum	
Additional Comments:			

Date: 06/05/2025

Employee Name: Beverly Sparling

Employee Email: beverly.sparling@svpanthers.org

School: Elementary School

Pickup Location/Room #: A117

Optional Upload photos here:

**Saucon Valley School District
Declaration of Surplus/Obsolete**

Quantity	Description of Item(s) (Include any Serial/ISBN #, Manufacturer/Publisher)	Reason for Disposal	Method of Disposal *Office Use Only*
48	More Adventures of the Super kids. Reader 2 2017 Zaner-Bloser. 9781614365785	updated curriculum	
15	More Adventures of the Superkids. Word Work Book 9781614365334	updated curriculum	
50	More Adventures of the Superkids. Student Book 2015. Zaner-Bloser. 9781614362289	updated curriculum	
2	Welcome Back Superkids Teacher's Kit 9781614362432	updated curriculum	
1	Adverntures of the Superkids Reading Program. Teacher Materials. First Semester. 9781614368618	updated curriculum	
1	Superkids Skill-Building Book. 2012. Rowland Reading Foundation. 9781598338928	updated curriculum	
4	Super kids teacher guides. second sem. 9781614368625	updated curriculum	
4	Super kids teacher guides. fist sem. 9781614368618	updated curriculum	
20	Math in Focus. Student Book 1A. 2018. Houghton Mifflin 9778132888069	updated curriculum	
43	Math in Focus Student Book 1B. 2018. Houghton Mifflin 9781328880703	updated curriculum	
Additional Comments:			

Date: 06/05/2025

Employee Name: Beverly Sparling

Employee Email: beverly.sparling@svpanthers.org

School: Elementary School

Pickup Location/Room #: A117

Optional Upload photos here:

**Saucon Valley School District
Declaration of Surplus/Obsolete**

Quantity	Description of Item(s) (Include any Serial/ISBN #, Manufacturer/Publisher)	Reason for Disposal	Method of Disposal *Office Use Only*
5	Math in Focus Grade 1A. workbook. 2018 9781328881052	updated curriculum	
6	Math in Focus. Grad 1B. workbook. 2018 9781328881069	updated curriculum	
2	Math in Focus Grade 1A. Teacher's edition 20189781328880901	updated curriculum	
4	Superkids. Big book of decoding for Grade 1. 2009 9781598334159	updated curriculum	
2	EIKI Cassette Tape Recorder. Model 5090A	Obsolete	
15	Scott Foresman Reading Street Big Books. 2003	updated curriculum	
Additional Comments:			

Date: 06/05/2025

Employee Name: Beverly Sparling

Employee Email: beverly.sparling@svpanthers.org

School: Elementary School

Pickup Location/Room #: A117

Optional Upload photos here:

**Saucon Valley School District
Declaration of Surplus/Obsolete**

Quantity	Description of Item(s) (Include any Serial/ISBN #, Manufacturer/Publisher)	Reason for Disposal	Method of Disposal *Office Use Only*
34	Sets of 2019 Lacrosse Uniforms	Replaced	
80	Approximate number of 2019 Track & Field Uniforms	Replaced	
100	Approximate number of 2007-2008 Marching Band Uniforms	Replaced	
Additional Comments:			

Date: 06/10/2025

Employee Name: Robert Frey

Employee Email: Robert.Frey@svpanthers.org

School: Athletics

Pickup Location/Room #: High School

Optional Upload photos here:

**Saucon Valley School District
Declaration of Surplus/Obsolete**

Quantity	Description of Item(s) (Include any Serial/ISBN #, Manufacturer/Publisher)	Reason for Disposal	Method of Disposal *Office Use Only*
95	Instruments & Instrument Parts	Not repairable or usable	Recycled
2	Shure Hand Held Microphone	Used for Parts	Disposed
Additional Comments: List Details: https://docs.google.com/spreadsheets/d/1sHRRsFznx8w8Y1270oxyna7ZJYm7EHFvdWaSW-W4JY/edit?usp=sharing			

Date: 06/10/2025

Employee Name: Robert Frey

Employee Email: Robert.Frey@svpanthers.org

School: Administration

Pickup Location/Room #: MS & HS Band Room

Optional Upload photos here:

Tag	Instrument	Brand	Serial #	Condition	Location	Reason
Fhn 15	Single	Lorenzo Sansone		poor	HS	Missing tubing, case is disintegrating, soldering rattling, keys bent, estimated value ~\$800?
1	Marching Baritone	Merecedes	92029	Poor	HS	Poor quality, not worth any repairs, dented/damaged lacquer
2	Marching Baritone	Mercedes	93118	Poor	HS	Poor quality, not worth any repairs, dented/damaged lacquer
3	Marching Baritone	Accent	2562	Poor, does not fit case	HS	Poor quality, not worth any repairs, dented/damaged lacquer
4	Marching Baritone	Accent	23944	Poor?	HS	Poor quality, not worth any repairs, dented/damaged lacquer
2	Mellophone	Accent	6010	poor	HS	Poor quality, not worth any repairs, dented/damaged lacquer
none	Sousaphone	Fiberglass		Poor	HS	cracked and taped together, not the style the marching band has used in ??? years
none	Sousaphone	Fiberglass		Poor	HS	cracked and taped together, not the style the marching band has used in ??? years
none	Sousaphone	Fiberglass		Poor	HS	Valves get stuck/don't unscrew, tuning slides don't move, tubing is cracked and taped together, not the style the marching band has used in ??? years
none	Sousaphone	Fiberglass		Poor	HS	Valves get stuck/don't unscrew, tuning slides don't move, tubing is cracked and taped together, not the style the marching band has used in ??? years
	Trumpet	King	639953		HS	Estimated value - \$100-200
none	Mellophone	King	838345	Poor	HS	Estimated value less than \$300
none	Mellophone	King	838350	Poor	HS	Estimated value less than \$300
none	Contrabass Cl	Bundy	1602	Needs Repair	HS	We have one contrabass worth keeping - this one is not worth repairing for its value, nor do we need 2 cb clarinets
none	Mellophone	Olds	486668	Poor	HS	Dented/out of tune, old design makes it heavier for young/smaller players to carry
none	Mellophone	Olds	494336	Poor	HS	Dented/out of tune, old design makes it heavier for young/smaller players to carry
none	Mellophone	King	685798	Poor	HS	Dented/out of tune,needs repair
none	Mellophone	King	659139	Poor	HS	Dented/out of tune,needs repair
	Trumpet	Firstact		Poor	HS	Extremely poor quality brand, not worth the effort much less the cost to repair - probably donated to the school at some point
	Trumpet	Firstact		Poor	HS	Extremely poor quality brand, not worth the effort much less the cost to repair - probably donated to the school at some point
	Trumpet	Firstact (in case)		Poor	HS	Extremely poor quality brand, not worth the effort much less the cost to repair - probably donated to the school at some point

none	Mellophone	Accent	6018	brand	HS	Valued ~\$300, not worth repair
none	Mellophone	Accent	843292	brand	HS	Valued ~\$300, not worth repair
	Alto Sax Case	Bundy			HS	
none	Mellophone	King	838350	Poor	HS	Not worth the cost of repair
none	Mellophone	Olds	988980	Absolutely not	HS	Not worth the cost of repair
	Guitar Case	Taylor		Great	HS	Does not fit any guitars at the HS or MS
none	Trombone	BelAir	none?	nope	HS	not a reputable brand, probably was donated by someone
	Tenor Sax	No Brand	number	roughed up	HS	worth repairing
	Trumpet	Mendini		Poor	HS	Terrible cheap Amazon brand, probably donated or left behind
	Trumpet	Weimar		Poor	HS	Probably donated, worth \$100
	Clarinet	Martin Freres		Poor	HS	Probably donated, worth \$100
	Clarinet	Reso-tone		Poor	HS	Probably donated, worth \$100
	Flute	Glory		Poor	HS	Terrible cheap Amazon brand, probably donated or left behind
	Flute	Martin Freres		Poor	HS	
CL03	Bb Clarinet	Mirage?	A4756	Poor	MS	Beyond Reasonable Repair: Poor quality instrument, fixed several times, cost more to fix than worth, no barrel
FL11	Flute	First Act	17952104	Poor	MS	Beyond Reasonable Repair: Low quality instrument to start with - Cost more to fix than it is worth -
FL13	Flute	?	?	Not Playable	MS	Beyond Reasonable Repair: Not Playable, missing parts, broken case, not worth Fixing
FL14	Flute	Artly	46483	Not Playable	MS	Beyond Reasonable Repair: Not Playable, missing parts, broken case, not fixable
none	Alto Sax	King	774773	Not Playable	MS	Beyond Reasonable Repair: Missing neck, no case, needs extensive repairs, better used for parts
CL05	Bb Clarinet	Vlto/Bundy combo	243188	Poor	MS	Beyond Reasonable Repair: Bottom Joint Cracked, Chip on upper joint, best used for parts
CL10	Bb Clarinet	Noblet	23199	Not Playable	MS	Beyond Reasonable Repair: Major cracks in lower joint and barrel, missing parts
CL09	Bb Clarinet	Normandy	1050F	Not Playable	MS	Beyond Reasonable Repair: old, needs new pads, springs, cost more to fix than worth
none	Bb clarinet	King	16740		MS	Beyond Reasonable Repair: its only the upper joint of the clarinet with missing keys, no case

none	Piano Amp	Crate		Poor	MS	Doesn't stay on
none	Trombone	Bach	B61888	Not Playable	MS	Behond resonable repair- broke apart at upper bracket
none	Trumpet	Vega	36368	Not Playable	MS	Beyond resonable repair- missing one valves, no case, very dented
none	Trumpet		13030667	Not Playable	MS	Beyond resonable repair- missing two valves, no case, very dented
	Trombone	Unmatched/broken Slides - approx 7			MS	Unusable
	Trombone	Unmatched Bells - approx 7			MS	Unusable
	Tenor Saxophone	Musica	6101008	Not playble	MS	Unusable - no neck, needs new pads
	Trumpet	Eking			MS	Poor quality - not worth repairing or ever giving to a student
ACL02	Alto Clarinet	Selmer	4346	TO SELL	MS	Excess/needs repairs
ACL04	Alto Clarinet	Bundy	2421	To Sell	MS	Excess/needs repairs
ACL07	Alto Clarinet	Normany	3408	TO sell	MS	Excess/needs repairs
ACL09	Alto Clarinet	Bundy	8363	TO sell	MS	Excess/needs repairs
ACL10	Alto Clarinet	Bundy	12146	TO sell	MS	Excess/needs repairs
ACL11	Alto Clarinet	Selmer	29815	TO sell	MS	Excess/needs repairs
ACL12	Alto Clarinet	Bundy	8360	TO sell	MS	Excess/needs repairs
ACL13	Alto Clarinet	Bundy	10501	TO sell	MS	Excess/needs repairs
ACL14	Alto Clarinet	Bundy	14083	to sell	MS	Excess/needs repairs
ACL15	Alto Clarinet	Bundy	29819	to sell	MS	Excess/needs repairs
	Horn	Reynolda	6462	Good	MS	Excess/needs repairs
	Horn	?	45945	Good	MS	Excess/needs repairs
	Horn	?	25520 but I cant open it		MS	Excess/needs repairs
	Horn	?	852447	Good	MS	Excess/needs repairs
	Horn	Old	331564	Stuck Valve	MS	Excess/needs repairs
	Horn		case says 852402		MS	Excess/needs repairs
	Horn		848233		MS	Excess/needs repairs
	Horn		378983	Stuck Valves	MS	Excess/needs repairs
	Horn		338292		MS	Excess/needs repairs
	F Horn		Case says 450952		MS	Excess/needs repairs

[illegible]

**Saucon Valley School District
Declaration of Surplus/Obsolete**

Quantity	Description of Item(s) (Include any Serial/ISBN #, Manufacturer/Publisher)	Reason for Disposal	Method of Disposal *Office Use Only*
	Math in Focus Teacher's Edition 2B ISBN 978-0-544-19368-0 2015 Published by Marshall Cavendish Ed.	obsolete	
	Math in Focus Teacher's Edition 2A ISBN 978-0-544-19367-3 2015 Published by Marshall Cavendish Ed.	obsolete	
	Math in Focus 7 Student books 2A ISBN 978-1-328-88071-0 2018 Published by Marshall Cavendish Ed.	obsolete	

Additional Comments:

From the elementary school. Materials are no longer used as they have the newer edition.

Date: 06/03/2025

Employee Name: Mercede Burger

Employee Email: mercede.burger@svpanthers.org

School: Middle School

Pickup Location/Room #: C-138 Middle School

Optional Upload photos here:

**Saucon Valley School District
Declaration of Surplus/Obsolete**

Quantity	Description of Item(s) (Include any Serial/ISBN #, Manufacturer/Publisher)	Reason for Disposal	Method of Disposal *Office Use Only*
27	Student Anthology-Scott Foresman-5th Grade/Reading Street. ISBN: 0-328-10838-3. Pearson, 2007	Program is no longer used in the 5th classroom	
1	Teacher's Edition-Scott Foresman-5.4 Reading Street. ISBN: 0-328-10875-8. Pearson, 2007	Program is no longer used in the 5th classroom	
1	Teacher's Edition-Scott Foresman-5.5 Reading Street. ISBN: 0-328-10876-6. Pearson, 2007	Program is no longer used in the 5th classroom	
1	Teacher's Edition-Scott Foresman-5.5 Reading Street. ISBN: 0-328-10877-4. Pearson, 2007	Program is no longer used in the 5th classroom	
Additional Comments: 3 boxes total			

Date: 06/03/2025

Employee Name: Amy Faccinetto

Employee Email: amy.faccinetto@svpanthers.org

School: Middle School

Pickup Location/Room #: C166 5th Grade hallway

Optional Upload photos here:

Saucon Valley School District
Meeting of the Finance Committee
District Office Conference Room
June 11, 2025 – 6:00 pm

The Saucon Valley School Board's Finance Committee met on June 11, 2025, at 6:00 p.m. in the District Office Conference Room.

The following items were on the Finance Committee agenda:

Update: Stadium Weight Room Equipment

Update: Athletic Trainers' Room Renovation

Discussion & Action: Cardinal Point Contract

Discussion & Action: High School Food Service Steamers

Discussion & Action: Homestead/Farmstead Exclusion Resolution

The committee recommended sending the following to the Board for approval:

Homestead/Farmstead Exclusion Resolution

SAUCON VALLEY SCHOOL DISTRICT
2025-2026 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, 2025, 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, 2025:

- a. Gambling Tax Funds - The Pennsylvania Department of Education (PDE) has notified the School District that PDE will pay to the School District during the school year pursuant to Act 1, 53 P.S. § 6926.505(b), as a property tax reduction allocation funded by gambling tax funds, the amount of \$1,533,631.50.
- 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 \$23,650.98.
- c. Gambling Tax Funds and Philadelphia Tax Credit Reimbursement Funds from 2024-2025 that weren't distributed and that are available for utilization, \$14,121.23.
- d. Aggregate Amount Available - Adding these amounts, the aggregate amount available during the school year for real estate tax reduction is \$1,571,403.71.

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 4,530.
- b. Farmstead Property Number - The number of approved farmsteads within the School District is 20.
- c. Homestead/Farmstead Combined Number - Adding these numbers, the aggregate number of approved homesteads and approved farmsteads is 4,550.

3. Real Estate Tax Reduction Calculation:

The school board has decided that the homestead exclusion amount and the farmstead exclusion amount shall be equal. Dividing the paragraph 1(d) aggregate amount available during the school year for real estate tax reduction of \$1,571,403.71 by paragraph 2(c) aggregate number of approved homesteads and approved farmsteads of 4,550 the maximum real estate tax reduction amount applicable to each approved homestead and to each approved farmstead is \$345.64.

4. Homestead Exclusion Calculation:

Dividing the paragraph 3 maximum real estate tax reduction amount of \$345.64 by the School District real estate tax rate of 55.2055 mills (.0552055), the maximum real estate assessed value reduction to be reflected on tax notices as a homestead exclusion for each approved homestead is \$6,261, and the maximum real estate assessed value reduction to be reflected on tax notices as a farmstead exclusion for each approved farmstead is \$6,261.

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

The tax notice issued to the owner of each approved homestead within the School District shall reflect a homestead exclusion real estate assessed value reduction equal to the lesser of (a) the County-established assessed value of the homestead, or (b) paragraph 4 maximum real estate assessed value reduction of \$6,261. The tax notice issued to the owner of each approved farmstead within the School District shall reflect an additional farmstead exclusion real estate assessed value reduction equal to the lesser of (a) the County-established assessed value of the farmstead, or (b) paragraph 4 maximum real estate assessed value reduction of \$6,261. 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.

2025-2026 District Maintenance Contracts

Service Company	Contract/Cost Received	24-25	25-26	\$ Increase/ Decrease	% Increase/ Decrease	Item
BJ Terroni	X	\$5,225.00	\$5,225.00	\$0.00	0.00%	HS Hot Water Boiler PM
Burkholders HVAC	X	\$15,300.00	\$15,606.00	\$306.00	2.00%	HVAC Rooftop Condenser PM
Chrin Disposal	X	\$59,520.00	\$61,305.60	\$1,785.60	3.00%	Trash and Recycling
Cintas	X	\$18,392.50	\$29,656.81	\$11,264.31	61.24%	Fire Alarm Inspections/Extinguishers/Sprinklers
Degler Whiting	X	\$3,798.00	\$3,815.00	\$17.00	0.45%	Bleacher PM
Dude Solutions	X	\$4,244.00	\$4,637.53	\$393.53	9.27%	Software for Workorders
Ehrlich	X	\$6,730.44	\$7,221.46	\$491.02	7.30%	Pest Management
Emergency Systems (Curtis)	X	\$2,605.94	\$2,596.66	(\$9.28)	-0.36%	Emergency Generator PM
ET&T	X	\$6,913.36	\$7,548.48	\$635.12	9.19%	Software for New Phone System
Hydra	X	\$1,100.00	\$1,140.00	\$40.00	3.64%	Septic Cleanout
Integritech	X	\$5,750.00	\$5,750.00	\$0.00	0.00%	Boiler Room Chemical Treatment
Johnson Control	X	\$54,395.00	\$58,747.00	\$4,352.00	8.00%	Johnson Control System PM
Keystone	X	\$5,398.58	\$4,982.00	(\$416.58)	-7.72%	
Kiriposki Inc	X	\$7,800.00	\$8,450.00	\$650.00	8.33%	Portable Toilets
Mountain Environmental	X	\$5,490.00	\$5,790.00	\$300.00	5.46%	Asbestos Inspections and SDS Organizing
Otis Elevator		\$11,091.60	\$0.00	(\$11,091.60)	-100.00%	Elevator Inspections and PM
ProAC Corp	X	\$5,938.00	\$5,877.00	(\$61.00)	-1.03%	Coollig Tower PM
ProShred	X	\$1,000.00	\$1,000.00	\$0.00	0.00%	Document Shredding
Safety-Kleen	X	\$2,100.00	\$1,956.00	(\$144.00)	-6.86%	Oil Disposal
Spangler Boyer	X	\$2,700.00	\$2,700.00	\$0.00	0.00%	HS PoolPak HV PM
STEM Landscaping	X	\$55,000.00	\$59,600.00	\$4,600.00	8.36%	Lawn Cutting and Bed Maintenance
Tomlinson Bomberger	X	\$60,000.00	\$63,525.00	\$3,525.00	5.88%	Field and Ground Pesticide/Herbicide, Seeding
Trane	X	\$4,266.00	\$8,885.00	\$4,619.00	108.27%	Trane Chiller PM
Tristate	X	\$10,200.00	\$10,320.00	\$120.00	1.18%	HS HVAC PM Daikin System
TuWay Radio	X	\$15,978.00	\$16,308.00	\$330.00	2.07%	License for Hand Held Radio (PAID)
Tyler Technologies	X	\$6,706.00	\$22,360.00	\$15,654.00	233.43%	Transportation Software (New Update)
Total		\$377,642.42	\$415,002.54	\$37,360.12	9.89%	



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MARK W. FITZGERALD
Direct No: 610.397.7981
Email: mfitzgerald@foxrothschild.com

April 25, 2025

VIA EMAIL

Jaime.Vlasaty@svpanthers.org

Jaime Vlasaty, Superintendent
Saucon Valley School District
2097 Polk Valley Road
Hellertown, PA 18055-2400

**Re: Saucon Valley School District - Retainer Agreement for Solicitor Services
and Specialized Services from July 1, 2025 through June 30, 2026**

Dear Jaime:

What follows is the standard fee letter of Fox Rothschild LLP in conjunction with Solicitor Services for the 2025-2026 school year. In the event the board approves of our reappointment, this letter will confirm that the Saucon Valley School District (the "Client") has retained Fox Rothschild LLP (the "Firm") to represent Client in connection with the matter described below. The Engagement Letter (the "Letter"), along with the attached Standard Terms of Engagement (the "Standard Terms"), comprise the Engagement Agreement (the "Agreement") between Client and the Firm and explain the terms under which the Firm will provide legal services to Client in this matter. In the event of a discrepancy between the Standard Terms and the Letter, the provisions set forth in the Letter will prevail.

As the Administration is undoubtedly aware, Fox Rothschild LLP prides itself both on the quality of legal services and the level of responsiveness we provide. Please be assured that the continuity of the level of services that you have come to expect will not change; however, we are requesting a minimal increase in the rates for the 2025-2026 school year. There will be no change to items covered under the School retainer of \$21,000.00 per year.

Scope of Work. Client has engaged the Firm to provide the following services described in detail below ("Engagement"). Client has not engaged the Firm, nor has the Firm agreed, to represent Client regarding any other matter. If Client requires the Firm's services in connection with any other matter, please let me know.

A Pennsylvania Limited Liability Partnership

California Colorado Delaware District of Columbia Florida Georgia Illinois Massachusetts Minnesota Missouri
Nevada New Jersey New York North Carolina Oklahoma **Pennsylvania** South Carolina Texas Washington

170351709.1



Jaime Vlasaty, Superintendent

April 25, 2025

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Identity of Client. The Firm's only client in the Engagement is the individual identified as Client in the first paragraph of this Letter.

Term of Engagement. July 1, 2025 through June 30, 2026. Client will be billed monthly on a fee arrangement based upon the appropriate designation of a matter as being either "retainer," "non-retainer," or "specially negotiated rates" as described below.

**ITEMS COVERED UNDER THE SCHOOL
RETAINER OF \$21,000.00 PER YEAR (NO CHANGE)**

1. Attendance at two (2) regularly scheduled public meetings per month.
2. Routine matters involving the representation of the Client that are not addressed in the sections involving NON-RETAINER: Items Not Covered Under the School Retainer (including but not limited to litigation matters).
3. Regular opinions (not involving tax advice, advice covered by Circular 230 of the Internal Revenue Service, or non-routine areas of advice addressed in NON-RETAINER: Items Not Covered Under the School Retainer) requested by either the Administration or the Board.
4. General personnel issues, except as described in NON-RETAINER: Items Not Covered Under the School Retainer.
5. Non-adverse matters not described in the in Items Not Covered Under the School Retainer.
6. Client memoranda, updates, and newsletters.
7. Preparation of routine agreements (except collective bargaining, computer, benefits, or other agreements described in NON-RETAINER: Items Not Covered Under the School Retainer). Notwithstanding the foregoing, if counsel is involved in reviewing or preparing an agreement with an adverse party, the matter will be an Item Not Covered Under the School Retainer.
8. Review and/or revisions to routine policies of the Board or proposed administrative regulations of the Board. This would not include, however, specialized policies, such as sexual harassment, Family and Medical Leave Act, HIPAA, Internet, acceptable use policies, data destruction policies, and any procedures and/or implementation related to the same.
9. Preparation of routine resolutions or wording of resolutions.



Jaime Vlasaty, Superintendent

April 25, 2025

Page 3

10. New board member training session and training manual in municipal election years (which does apply to this year).

**NON-RETAINER: ITEMS NOT COVERED UNDER THE SCHOOL RETAINER
SUBJECT TO A BLENDED HOURLY RATE OF \$205.00 PER HOUR (NO CHANGE)**

1. Land development issues relating to building projects.
2. Personnel items involving demotions, terminations, HIPAA-related claims or requirements, seniority calculations, transfer of entities, investigations regarding violations of school policies, any investigations regarding management level, employees as directed by the District, or other similar personnel actions.
3. Appointments and/or contracts relating to administrators.
4. Responses to grievances pursuant to a collective bargaining agreement and handling of arbitrations pursuant to a collective bargaining agreement.
5. Attendance at committee meetings or special meetings of the Board not covered under the proposed retainer.
6. Student discipline issues, special education hearings, advice relating to special education matters when the student is represented by an advocate or an attorney, or subsequent litigation (subject to insurance carrier requirements).
7. Student and/or employee subpoenas and/or requests for production of documents.
8. Responses to Right to Know requests pursuant to Pennsylvania law.
9. Seeking exceptions or court petitions relating to any referendum requirements.
10. Non-routine situations that would involve matters in which a case or controversy has arisen or may arise by virtue of threatened litigation or litigation that is imminent or likely, circumstances in which the Client is contacted by an attorney representing a specific client, actual litigation, hearing requests, citizen complaints, OCR investigations, defense of complaints filed in court or before agencies, hearings before the School Board itself, or other items contemplated in SPECIALLY NEGOTIATED RATES, Paragraph 5.
11. Negotiation with vendors or other parties concerning non-routine contracts.



Jaime Vlasaty, Superintendent

April 25, 2025

Page 4

12. Student residency disputes.
13. Employee discipline matters.
14. Establishing or terminating special entities, such as authorities, vocational-technical schools, foundations, joint school or departments, consortia, charter schools, or other similarly formed related entities.
15. Court proceedings for the sale of real estate.
16. Special court actions required pursuant to the School Code or other law.
17. Responding to Auditor General investigations or District Attorney investigations.
18. Non-routine policies.
19. Acceptable use policies and standard software licensing agreements that are not addressed in Miscellaneous Matters and Rates.
20. Specialized Act 1 of 2006 advice.
21. Specialized advice regarding Act 32 of 2008 (tax collection advice).

SPECIALLY NEGOTIATED RATES

1. School financing, including but not limited to bond issues, collateral exchanges, tax revenue anticipation notes, swap agreements, and loans. These matters will usually be handled on a fixed fee basis, to be determined by the Firm and Client, based upon the size and complexity of the issue.
2. Matters relating to tax increment financing work, which will be billed at the rate of \$245.00 per hour, unless such rates are subject to reimbursement of a non-insured third party (i.e., developer), when the rates will be based upon the customary hourly rates charged by Fox Rothschild LLP to non-retainer, non-school clients (no change).
3. Collective bargaining where we represent the Client as its negotiator for contracts that expire after the 2025-2026 fiscal year will be billed at a rate of \$250.00 per hour (no change).
4. Title IX investigations where there is an identified complainant and respondent will be billed at \$225.00 per hour (no change).



Jaime Vlasaty, Superintendent

April 25, 2025

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5. Specialized contracts calling for a tax opinion from Fox Rothschild LLP (i.e., financing and copier leases), guaranteed energy savings contracts, preparation of specialized agreements or plans, such as Section 125 plans, Section 457 plans, Section 401(a) plans, Section 403(b) plans, Health Reimbursement Accounts, benefits-related agreements, COBRA, HIPAA, and PSERS' advice, condemnation and construction litigation, transactional aspects of major building construction projects, including but not limited to alterations of school buildings involving projects instituted on or after the date of this Retainer Agreement, tax opinions required pursuant to IRS Circular 230, intellectual property advice or agreements, immigration advice or proceedings, or any advice or proceedings relating to the formation or dissolution of foundations formed pursuant to Section 501(c)(3) of the Internal Revenue Code, matters involving the sale or purchase of school property and matters involving the transactional aspects of major building construction projects, which would include but not be limited to the alterations or renovations of school building projects, specification review, architectural contracts, or engineering projects for projects instituted on or after the date of this Retainer Agreement will be handled at a blended rate of \$245.00 per hour (no change).

6. Audit inquiry responses: A flat fee of \$500.00 for the original audit inquiry request and \$300.00 per update will be charged (no change).

7. Litigation instituted on or after the date of this Retainer Agreement that will be unique or non-customary litigation on the part of the Client. An example of this exception will include complex securities litigation, bankruptcy litigation, litigation involving investment of bond or other investment proceeds of the Client, any complex litigation not described in Items Not Covered Under the School Retainer. Such litigation will be charged based upon the customary hourly rates charged by Fox Rothschild LLP to non-retainer, non-school clients, less 20% (no change).

6. Matters covered by insurance. Notwithstanding the rates set forth in this Retainer Agreement, Fox Rothschild LLP's handling of insurance matters will be subject to the insurance company representation guidelines and rates. Where an insurance company is involved, we may ask that you pay our monthly bills and then we will submit claims for reimbursement on your behalf to the insurance company. In all cases in which insurance coverage may be available, the ultimate responsibility for payment of our charges will remain with the Client.

The hourly rates specified in the Letter shall prevail over the range of fees in the Standard Terms as specifically set forth in the Letter.

The costs for which you will be charged include filing fees; telephone, telecopy, word processing, overnight mail, messenger and other communication costs; staff overtime when appropriate; computer research; court reporters, photographers and other professional fees; travel and meal



Jaime Vlasaty, Superintendent

April 25, 2025

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expenses; and other miscellaneous costs. Where possible, we will have vendors bill you directly for such costs or we will send you the bill and request that you pay the vendor directly. Certain costs, such as telephone charges, are sometimes not available until subsequent months, in which case a supplemental bill will be rendered, or an estimated amount will be included in the initial bill and an adjustment made when the actual charges are known.

All bills are payable upon presentation and are considered delinquent if not paid within thirty days of issuance. If a bill is not timely paid, we may cease to render further services or, in the case of a litigation matter, we may petition the court to withdraw as counsel. A service charge will be added to the unpaid amount of any delinquent bill.

It is the policy of this law firm that no individual except Edward Gillespie (Chief Accounting Officer) shall have the authority to vary, alter, modify or contradict the enclosed billing arrangement or any subsequent bills that may result there from.

Suggested Motion for Board Action. Based upon this letter, we are suggesting that the following motion appear on your May or June agenda:

“Motion to appoint Fox Rothschild LLP as Solicitor for the Saucon Valley School District for the time period of July 1, 2025 through June 30, 2026.”

Future Representation. If Client asks the Firm to take on an additional assignment in the future, the terms in the Agreement will cover such later assignment(s), unless Client and the Firm reach a separate understanding, which understanding will be reflected in a separate writing, which may include e-mails.

Conclusion. If Client has any questions about the Agreement, please contact me as soon as possible. Client may consult with separate counsel regarding this Agreement.

Please acknowledge your acceptance to the terms in the Agreement and your receipt of the Standard Terms by signing one copy of the Letter and returning the signed copy to me at your earliest convenience. This Agreement will take effect on the date of Client's signature or when the Firm first performs legal services for Client, whichever is earlier.



Jaime Vlasaty, Superintendent

April 25, 2025

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We appreciate the opportunity and privilege to represent Client in the Engagement.

Very truly yours,

A handwritten signature in black ink, appearing to read "Mark W. Fitzgerald", written over a horizontal line.

Mark W. Fitzgerald

MWF/ssd

cc: David Bonenberger

ACCEPTED AND AGREED

By: _____

Title: _____

Date: _____



Standard Terms of Engagement for Legal Services

Overview

Any defined term in the Engagement Letter ("Letter") shall have the same definition in the Standard Terms of Engagement ("Standard Terms"). In the event of a conflict between the provisions in the Standard Terms and the Letter, the provisions in the Letter shall control.

Communications

Client agrees to be candid and cooperative with the Firm and to provide the Firm with full, complete, and truthful information. Client will communicate with the Firm before communicating with any parties, witnesses, or their counsel, or with any experts or consultants, about the Engagement.

Client agrees to inform the Firm, in writing, of any changes in Client's name, address, telephone number, contact person, or email address. The Firm will endeavor to keep Client informed of the status of the Engagement to the extent necessary to enable Client to make informed decisions.

Client acknowledges that any opinion or belief that the Firm expresses from time to time about the Engagement, including various courses of action and the results that might be anticipated, is intended merely to be an expression of opinion based upon information available to the Firm at the time and not a promise or guarantee.

In order to increase the Firm's efficiency and responsiveness, the Firm will use state of the art communication devices (i.e., email, document transfer by computer, wireless telephones, facsimile transfer and other devices which may be developed in the future). The use of such devices may place Client's confidences and privileges at risk. However, the Firm believes that the efficiencies involved in the use of these devices outweigh the risk of accidental disclosure. Client authorizes the Firm to use these electronic communication devices.

Affiliations by Client

Client agrees and acknowledges that, unless specifically stated otherwise in the Letter, the Engagement is not an agreement by the Firm to represent any of Client's affiliates, subsidiaries, constituents, parents or related individuals, officers, directors, partners, members, shareholders, employees, independent contractors or agents (collectively, "Affiliates"). Client agrees that the Firm's representation of Client in the Engagement does not give rise to an attorney-client relationship between the Firm and any of Client's Affiliates. Further, the Firm's representation of Client in the Engagement will not give rise to any conflict of interest in the event other clients of the Firm are adverse to any of Client's Affiliates.

Estimates

The fees and costs relating to the Engagement are not predictable. Accordingly, the Firm has made no commitment to Client concerning the maximum amount of fees and costs that will be necessary to complete the Engagement. Any estimate of fees and costs that the Firm and Client may have discussed orally or in writing represents only an estimate of such fees and costs. Client also understands that payment of the Firm's fees and costs is not contingent on the ultimate outcome of the Engagement.

Fees and Billing

The Firm reserves the right to revise the staffing of the Engagement as it deems efficient. The firm's billing fees are adjusted from time to time to reflect then current levels of legal experiences, changes in overhead costs, market conditions or other appropriate considerations.

The Firm typically incurs costs in connection with the Engagement. Client agrees to reimburse the Firm for any costs and expenses incurred in the course of the Engagement.

The Firm will issue regular Invoices that detail the fees and costs incurred in the Engagement. Payment is due upon receipt of invoice. Unpaid Invoices will accrue interest at the maximum rate permitted by applicable laws. If an Invoice is not timely paid, the Firm may withdraw from the Engagement. If necessary, the Firm shall file a motion with the court to withdraw as counsel in the Engagement and Client shall not oppose said motion.

Third-Party Payor

Unless agreed to in writing between Client and the Firm, even though a third party ("Third Party Payor") may have agreed to pay the Invoices incurred in the Engagement, Client agrees to be ultimately responsible for payment of all Invoices incurred in the Engagement.

If Client has advised the Firm that a Third Party Payor will be paying some or all of the Invoices, Client acknowledges that, should Client instruct the Firm to share confidential information with that Third Party Payor, including Invoices, Client may lose any privileges or protections that may apply to that information.

Conflicts of Interest

In the Firm's representation of Client in the Engagement, it may be necessary for the Firm lawyers to analyze or address their professional duties or responsibilities or those of the Firm, and to consult with the Firm's General Counsel, or other lawyers, in doing so. To the extent the Firm is addressing its duties, obligations or responsibilities to Client in those consultations, it is possible that a conflict of interest might be deemed to exist as between Client and the Firm. As a condition of the Engagement, Client waives any conflict of interest that might be deemed to arise out of any such consultations. Client further agrees that these consultations are protected from disclosure by the Firm's attorney-client privilege.

Patent and Intellectual Property Matters

If the Engagement concerns patent prosecution, Client agrees and acknowledges that the Firm will not be responsible for the payment of maintenance fees and/or patent annuities (collectively, "Patent Annuities"). Client further agrees that Client will handle the payment of Patent Annuities either directly or through firms that specialize solely in the payment of annuities for patent portfolios around the world. If Client needs assistance in identifying firms that provide such services, the Firm will provide Client with information upon request. To the extent that the Engagement relates to the defense of Client's intellectual property rights, Client's comprehensive general liability or other liability insurance carrier may provide some reimbursement for the Invoices.

Protected Health Information

Federal and state laws impose duties on both clients and law firms to ensure the privacy and security of "protected health information" (PHI), which broadly includes identifiable health and personal information of individuals. Client should not send or transmit to the Firm any PHI in any format, whether by hard copy, email, facsimile or other medium, unless and until: (i) Client and the Firm have a current, signed Business Associate Agreement in place; (ii) the attorney with whom Client is working at the Firm has determined that the PHI is needed in connection with the Engagement; (iii) Client as notified the attorney in advance of the

November 2024

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California Colorado Delaware District of Columbia Florida Georgia Illinois Massachusetts Minnesota Missouri
Nevada New Jersey New York North Carolina Oklahoma Pennsylvania South Carolina Texas Washington

transmission of the PHI; and (iv) the attorney has approved the manner by which such PHI will be received by the Firm. Client must let the Firm know if Client anticipates that the Engagement will involve PHI, so that the Firm can take the necessary steps to allow its transmission to the Firm.

Use of Personal Information

The Firm gathers and processes personal data pursuant to all applicable law. The Firm will use personal information that we receive in connection with providing legal services to Client, marketing our services to Client, and to comply with applicable law. During and after the Engagement, the Firm may disclose personal information to parties involved in the work the Firm is performing, opposing parties, arbitration panels and courts, and any other reasonably foreseeable entity. Additionally, the Firm may use third parties, wherever located, to store and process personal data received from Client or its agents or other sources.

California Consumer Privacy Act

The California Consumer Privacy Act of 2018 (section 1798.100 et seq., Cal. Civ. Code), as may be amended, as well as regulations that may be promulgated thereunder (collectively, "CCPA"), may apply to the Firm's representation of Client. If applicable, you agree that the Firm is acting as a service provider (as defined in the CCPA). In the course of representing Client, the Firm may process one or more consumer's personal information on Client's behalf. The Firm will not disclose, retain, sell, or use that personal information (as those terms are defined in the CCPA) for any purpose other than to perform its legal services in the Engagement or as otherwise permitted by the CCPA.

No Tax Advice

Unless specifically stated in the Letter, or in a subsequent written communication between the Firm and Client, the Engagement will not include providing Client with legal advice pertaining to any federal, state, foreign, or local tax matter or issue, whether or not directly related to or affected by the legal matters that are part of the Engagement.

Client's Obligation to Place Insurance Carrier on Notice

If Client has not already done so, Client should put any insurer on notice of any claims that have been or could be made in connection with the Engagement, so that the insurer cannot take the position that notice was given late or that insurer was prejudiced by delay in providing such notice.

Conclusion of Engagement and Client Files

Unless previously terminated, the attorney-client relationship between Client and the Firm, related to the Engagement, will terminate when the Firm sends to Client the Firm's final Invoice for services rendered in the Engagement or when the Firm advises Client that it will no longer represent Client in the Engagement.

Client may terminate the Engagement at any time. The Firm may terminate the Engagement subject to applicable ethical and legal requirements. If permission for withdrawal is required by a court or arbitration panel, the Firm will promptly request such permission and Client agrees not to oppose such request. Client will remain obligated for any Invoices through the effective date of the termination.

At or prior to the conclusion or termination of our representation in the Engagement, Client may request that we deliver to Client the Client's file in this Engagement. Client agrees we may keep copies of any such files at our expense, if we choose to do so. All nonpublic information that Client has supplied to the Firm and that the Firm retains will be kept confidential in accordance with applicable rules of professional responsibility.

The Firm will assume that Client has a copy of all electronic documents provided to the Firm by Client or on Client's behalf, and that Client retains in Client's records all electronic and physical materials provided to Client during the Engagement. Additionally, Client agrees that our internal files (e.g., retention and conflict waiver documentation, firm

administrative records, time/expense reports, personnel and staffing materials, accounting records, and related documents) and attorney work product (e.g., drafts, notes, legal memoranda, and other legal or factual research reflecting our opinions or mental impressions) are our property and may not be delivered to Client.

If Client does not request Client's files at or prior to the conclusion or termination of our representation in the Engagement, we will retain, at our discretion, digital and/or non-digital files (or a combination thereof) for not less than seven (7) years after the conclusion or termination of our representation in the Engagement. Client must request Client's files prior to the end of the seven (7) year period. If Client does not request Client's files prior to the end of the seven (7) year period, Client acknowledges and agrees that the Firm will have no further obligation to retain them and may, in our sole discretion, destroy them without further notice to Client. Our maintenance of file materials, and any destruction, will be done in a manner that will ensure no breach of confidentiality. Client is responsible for complying with any records retention obligations that may be applicable to any record.

Future Changes in the Law

Client acknowledges that, after the Engagement has terminated, the Firm has no continuing obligation to advise Client of future legal developments, unless Client subsequently engages the Firm to do so.

Severability in Event of Partial Invalidity

If any provision of the Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and will remain in effect. If the Agreement has been provided to Client in a language other than English, the provisions contained in the English version shall control.

Artificial Intelligence

The Firm believes that the appropriate and responsible use of artificial intelligence ("AI") technology enhances the legal services that we provide to our clients. We further believe that the use of AI technology may provide our clients with more accurate, cost-effective, and efficient legal solutions.

We may use AI technology tools provided by third parties that may be pre-trained and/or pre-trained with supplementary training by the Firm. We undertake efforts to ensure that bias that is contained in data used for supplementary training by the Firm is discovered and removed. Despite our efforts, just like information contained in academia and media sources published on the Internet, Wikipedia, and even case law, bias may remain undiscovered and affect the output from AI technology. The Firm is also acutely aware that output from AI technology is not a substitute for human judgement and legal expertise. Our attorneys will continue to provide legal advice and make final decisions on matters based on their experience, knowledge, and legal analysis, all as required pursuant to applicable ethical obligations. Although we may use AI technology to assist us in our work, it will not replace the professional judgment of our attorneys.

If you would like to discuss, encourage, limit, or prohibit the use of AI technology tools in matters for which the Firm provides you assistance, please let the Firm attorney handling the matters know.

No Legal Services Respecting Corporate Transparency Act

Unless specifically stated in the Letter, or in a subsequent written communication between the Firm and Client, the Engagement will not include advice or services pertaining to the federal Corporate Transparency Act or any other state, foreign or local matter or issue involving analysis, collection and/or reporting of personal information of individual beneficial ownership of equity interests in, and/or other control aspects by individuals of, entities formed or registered by a filing with a secretary of state or other regulatory agency.

November 2024

www.foxrothschild.com

California Nevada Colorado New Jersey Delaware New York District of Columbia North Carolina Florida Oklahoma Georgia Pennsylvania Illinois South Carolina Massachusetts Texas Minnesota Washington Missouri



October 21, 2024

**Costars Member Price quote for All PA School Districts
2025 Chevrolet Express 10 Passenger Vans**

Bonner Chevrolet is pleased to submit our Costars member price quote to All PA School Districts for the vehicle referenced above with specifications attached to this email. Please review option contents carefully! Bonner Chevrolet looks forward to the acceptance of our quote by All interested PA School Districts! Please respond to me individually.

Costars Member Price: \$61,789.00**

Thank you for your time and consideration in this manner.

Victor J Daylida

Costars, Fleet, Commercial & Medium Duty Mgr.

570-287-2117 ext. 238

Costars Member # 141414

Costars Municipal Work vehicles contract # 025-E22-527 Costars Passenger Vehicles contract # 026-E22-202

Costars Emergency vehicle contract# 013-E22-215

**IT IS ULTIMATELY THE CUSTOMERS RESPONSIBILITY TO VERIFY YOUR DEALING WITH AN ACTUAL COSTARS VENDER
AND PURCHASING UNDER THE CORRECT CONTRACT NUMBER!!**

****price is plus any/all applicable taxes/tags/reg/lien/doc/transport/shipping fees or any third party upfits. vehicle will be a factory order and governed solely by General Motors production/delivery schedules and/or any third party upfitters. prices valid for 3 days on current and in stock from date of quote and/or unavailability of vehicle or equipment. All prices and specifications are subject to change by the respective manufacturer(s). ALL vehicle factory order Final pricing will be dictated at time of delivery. Any addition/deletions to specifications requires a revised quote and supersedes all previous quotes. Acceptance of this quote in no way constitutes that your order will be granted by General Motors.**



2701 E. Cumberland St. Lebanon PA 17042 - P 1/800-932-4625 F 717/272-0970

www.brightbill.com

Customer: Saucon Valley School District SW Member # 123970

Address: 2097 Polk Valley Road, Hellertown, PA 18055

Contact Name: James Deegan

Phone#: 610-838-7001

Cell#: 610-248-9890

FAX #

EMAIL: james.deegan@svpanthers.org

Stk/Bdy#: 2502-D

VIN: _____

Stk/Bdy#: _____

VIN: _____

Stk/Bdy#: _____

VIN: _____

Stk/Bdy#: _____

VIN: _____

QTY	DESCRIPTION	EACH	TOTAL AMOUNT
1	2026 Blue Bird Vision 72 Passenger Bus	157,900.00	157,900.00
	Cummins ISB 220 HP Diesel Engine		0.00
	Auto- Allison 2500 Transmission		0.00
	Air Brake System/ Air Ride Rear		0.00
	5 year Gold Bumper to Bumper Blue Bird Warranty (\$4500)		0.00
	Spec package:		0.00
			0.00
1	Sourcwell Discount	-32,150.00	(32,150.00)
			0.00
	PLUS 6 or 7 % SALES TAX - NEW TIRE FEE - COUNTY FEE - TITLE/TAG FEES		0.00
TOTAL INVESTMENT:			\$125,750.00

TRADE PAYOFF TO: _____ **Please attached Trade payoff form!!**

PAYOFF AMOUNT: _____

TOTAL ORDER AMOUNT AFTER TRADE PAYOFF: _____ **\$125,750.00**

THIS ORDER FINANCED BY: Available for finance / or lease _____

SPECIAL INSTRUCTIONS / PREOWNED WARRANTY TERMS / REQUESTED DELIVERY /
Cameras and radios were not included.

Delivery 8-15-25

Blue Bird ID # 102115-BBB

Mason Hemphill 4/08/25
Sales Rep. & Date

Customer Accepted & Date

RESOLUTION OF THE SAUCON VALLEY SCHOOL DISTRICT BOARD OF SCHOOL DIRECTORS SURROUNDING THE HIRING OF SCHOOL CROSSING GUARDS WITHIN THE DISTRICT

WHEREAS, the Saucon Valley School District (“District”) believes the health, safety and welfare of its students is tantamount to accessing education within the District.

WHEREAS, safe travel to school and home will ensure the students of the District have access to the educational supports available in the District.

WHEREAS, this resolution seeks to have Hellertown Borough (Borough), fulfill its responsibilities to hire, train and oversee school crossing guards at the request of the District

WHEREAS, Pennsylvania Law states as follows:

Upon request of the board of school directors of the school district in which a city is located, council may appoint school crossing guards who shall control and direct traffic at or near schools. They shall serve at the pleasure of council, except as provided for in subsection (b). The compensation of the school crossing guards, if any, shall be fixed by council and shall be jointly paid by council and the board of school directors, in a ratio to be determined by council and the board of school directors.

Now wherefore be it resolved:

1. Notwithstanding ongoing discussions by representatives of the entities on the issue of school crossing guards, this matter has not been resolved with Hellertown Borough.
2. This is a formal request via resolution that the Borough, train, and oversee an appropriate level of school crossing guards.
3. The District implores the Borough to take any and all necessary steps to identify, hire and train a school crossing guard for the purposes stated in this resolution. The District will contribute its 1/3 share to whatever salary will ensure a crossing guard is hired by the Borough.
4. This resolution shall be in effect for the 2025-2026 school year and may be renewed annually at the discretion of the Board of School Directors.

Secretary of the Board of School Directors

President of the School Board



Proposed Contract from the Donovan Group (2025-26)

Liam Goldrick, Partner



Consulting Agreement

This Consulting Agreement (this "Agreement") is entered into by and between **Donovan Group II**, a Wisconsin limited liability company ("DG"), and the **Saucon Valley School District** ("Client") as of **July 1, 2025**.

1. Services. During the term of this Agreement, DG will provide such communications advisory, consultation, and production service and deliverables as are described in the [Proposal](#) ("Proposal"), dated June 5, 2025. The "Services" may include, without limitation, providing general advice and counsel with respect to matters identified by Client, researching relevant issues, drafting messages and talking points, drafting communications to staff, students, parents and legal guardians of students and third parties, drafting news releases, creating social media posts, and providing other supporting services as deemed necessary by DG. In addition, as outlined in the Proposal, crisis communications assistance, graphic design, language translation, and video production services are included. DG and Client agree that the scope of the Services may change from time to time and agree to periodically review and discuss the scope of the Services to be provided hereunder.
2. Method of Performance. DG will determine the method, manner, and means of performing the Services. Client acknowledges and agrees that the Services will be provided by those employees of DG as may be designated by DG from time to time and that DG has not agreed that any particular person shall be providing the Services. Notwithstanding the foregoing, DG shall use reasonable efforts to accommodate the reasonable requests of Client with respect to the persons assigned to provide the Services. DG will provide the Services remotely via such methods of communication as may be mutually agreed.
3. Client Responsibilities. Client acknowledges that DG requires access to Client's information, documents, resources, and personnel to allow DG to perform the Services in accordance with the terms of this Agreement and agrees to provide such access to DG and its representatives at such times and in such forms and fashions as may be reasonably required by DG. The access contemplated hereby shall include providing and facilitating DG's access to and communication with those personnel of Client responsible for or involved with matters that are the subject of the Services, as well as directing said personnel to cooperate with DG in connection therewith. In the event such personnel are unable, unwilling, or fail to cooperate with DG on a timely basis, Client agrees that DG shall not be responsible for any delay in providing the Services as a direct or indirect result thereof. At the request of DG, Client shall designate an employee to be responsible for

receiving all requests and communications from DG and shall be the primary contact for DG in connection with providing the Services.

4. Decision Making. DG will, as part of the Services, provide advice, counsel, and recommendations with respect to certain matters; however, Client acknowledges and agrees that Client is not delegating any authority to DG to make any decisions for it or on its behalf and that Client is ultimately responsible for making any and all decisions with respect to any matter, including those matters with respect to which DG has provided Services, it being understood and agreed that the advice and counsel proffered by DG is only one component of Client's decision-making process.
5. Term. The term of this Agreement (the "Term") shall be for the period **July 1, 2025 through June 30, 2026**.
6. Termination by DG. DG may, without prejudice to any other rights or remedies available to it, immediately terminate its obligations to provide Services hereunder (a "DG Termination") in the event:
 1. Client fails to pay any amount when due hereunder;
 2. Client fails to perform any other obligation under this Agreement and such failure continues for a period of ten (10) days after written notice thereof;
 3. the Superintendent of Schools of Client ("Superintendent") ceases to act as such for any reason;
 4. one or more persons serving as members of the School Board or other organization with general oversight and control of the general policies of Client (a "School Board Member") no longer serves in such capacity for any reason;
 5. the Superintendent or any School Board Member (i) publicly questions the decision to engage DG to provide the Services or the necessity or value of the Services, (ii) publicly criticizes or otherwise disparages DG, any of its personnel, or its performance of the Services, or (iii) publicly calls for the termination of Client's engagement of DG to provide any Service;
 6. DG determines, in its reasonable discretion that the Superintendent or a majority of the School Board Members then serving no longer desire DG to provide the Services;
 7. DG is named as a party in any suit or action involving this Agreement or any of the Services provided hereunder; or
 8. Client institutes or suffers the institution against it of bankruptcy, reorganization, liquidation, receivership, insolvency or similar proceedings or generally becomes unable to pay its debts as they become due.
7. Termination by Client. Client may at any time upon written notice to DG instruct DG that it shall no longer provide any Services to Client hereunder (an "Early Termination").
8. Effect of Termination. In the event of a DG Termination pursuant to Section 6 or an Early Termination pursuant to Section 7, DG shall be

immediately released from all of its obligations pursuant to this Agreement. Notwithstanding anything to the contrary contained herein, Client shall continue to be obligated to make all payments required of it hereunder for the balance of the Term, provided, however, that DG may, at its option, require Client pay, on demand, a lump sum amount equal to the present value of the remaining amounts to be paid by Client to DG hereunder as reasonably calculated by DG or an independent accountant in lieu of the periodic payments due hereunder. Client agrees its obligation to continue to make all payments due hereunder is reasonable given that DG will expend a disproportionate amount of time and effort at the beginning of the Term and that because DG has agreed that Client may make periodic payments rather than requiring advance payment of all amounts and that the requirement that Client continue to make payments following a DG Termination or Early Termination is not a penalty, but rather, reflects the extension of payment terms to Client. Furthermore, Client acknowledges and agrees that it shall have no recourse against DG for the refund or repayment of any amounts paid by Client to DG prior to any termination pursuant to Section 6 or 7 hereof.

9. Payment. Unless otherwise set forth in the Proposal, Client shall pay all invoices submitted to it by DG within thirty (30) days of the date of such invoice. The Client will be invoiced monthly in the amount of \$4,000.
10. Relationship of the Parties. DG is an independent contractor with exclusive control over its employees, representatives, agents, contractors and subcontractors of the manner and means of performing the Services in accordance with the requirements of this Agreement. No employee or agent engaged by DG will be, or will be deemed to be, an employee or agent of Client. Nothing in this Agreement will be construed to make DG or Client partners, joint venturers, principals, agents, or employees of the other. Neither party will have any right, power, or authority, express or implied, to bind or make representations on behalf of the other and neither party will hold itself out to the public as having the right or authority to do so.
11. Confidentiality.
 1. The term "Confidential Information" as used herein means all information, documents, and materials obtained by DG from Client that are conspicuously marked as confidential. Confidential Information shall not in any event include any information which DG can demonstrate: (i) was in the public domain on the date of this Agreement; (ii) came into the public domain through no direct or indirect act or omission of DG after the date of this Agreement; (iii) was in DG's possession at the time of receipt from Client; or (iv) was received by DG from a third party having the right to disclose it to DG.
 2. DG agrees that it shall not disclose any Confidential Information to any third party without the prior written consent of Client (other

than disclosures to employees and agents of DG in connection with the performance of DG's obligations pursuant to this Agreement) and shall not use any of the Confidential Information for any purpose other than in connection with this Agreement and the provision of the Services.

3. In the event DG is requested or required to disclose any of the Confidential Information in connection with any legal proceeding pursuant to a subpoena, civil investigative demand, deposition, interrogatories, request for production of documents, or similar process, DG shall give Client notice thereof so that Client may seek an appropriate protective order or other remedy. DG shall disclose only that portion of the Confidential Information which is legally required to be disclosed. DG may bill Client, on a time and materials basis, for any time involved in connection with any such matter.
4. Upon termination of this Agreement and provided DG has been paid all amounts due hereunder, DG shall promptly return to Client or destroy all Confidential Information in its possession, including all records, materials, and documents incorporating any Confidential Information. Notwithstanding the foregoing, DG shall be entitled to retain copies of all of such items solely for the purpose of preserving the record in the event of litigation involving this Agreement, it being agreed by DG that any such items shall continue to be subject to the provisions of this Section.
12. Ownership. Client agrees and acknowledges that nothing contained in this Agreement grants Client a license to, or an ownership interest in, any intellectual property of DG now existing or created from and after the date hereof, including, without limitation, any such intellectual property created in connection with the performance of the Services. Client further acknowledges and agrees that DG shall own any improvements and modifications to any of DG's intellectual property used in the performance of Services, regardless of whether the improvement or modification was developed in connection with the performance of the Services pursuant to this Agreement or independent of the performance of the Services and this Agreement shall not impose any limits or restrictions on DG's ownership or use thereof.
13. Sole Warranty. DG will use reasonable commercial efforts to perform and deliver the Services in a competent and diligent manner in accordance with the level of professional care customarily observed by skilled professionals rendering similar services. DG MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PERFORMANCE OF THE SERVICES OR THE SERVICES THEMSELVES.
14. Limitations of Liability. DG SHALL NOT IN ANY CASE BE LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, AS A RESULT OF OR IN

CONNECTION WITH DG'S PERFORMANCE OF THE SERVICES OR ANY BREACH OF THE TERMS OF THIS AGREEMENT. THE LIABILITY OF DG TO CLIENT FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CLIENT TO DG FOR THE SERVICES PROVIDED HEREUNDER DURING THE PRIOR SIX (6) MONTHS. THE LIMITATIONS OF THIS SECTION APPLY TO ANY AND ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY AND OTHER UNINTENTIONAL TORTS.

15. Indemnity. Client shall indemnify, defend, and hold DG and its members, officers, employees, agents, and representatives (the "Indemnified Parties") harmless from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses (including attorneys' fees and expenses) of any kind whatsoever ("Claims") imposed on, asserted against, incurred or suffered by any of the Indemnified Parties directly or indirectly in connection with or as a result of DG's performance of any of the Services, provided, however, that the indemnity required hereunder shall not apply to any Claim by Client with respect to a breach of DG's obligations hereunder.

1. An Indemnified Party give prompt written notice to Client of the commencement of any Claim for which indemnification may be sought or, if earlier, upon the assertion of any such Claim (it being understood and agreed, however, that the failure to give notice of a Claim will not relieve Client of its indemnification obligations hereunder. Promptly following the delivery of such notice, and in any event, within thirty (30) days after delivery, Client will, upon written notice to the Indemnified Party, assume control of the defense of such Claim with counsel reasonably satisfactory to the Indemnified Party; provided that Client has accepted its indemnity and defense obligations without reservation or limitation. If Client reserves any rights with respect to defense or indemnity, the Indemnified Party will control the defense, the cost of which shall be borne by Client. If Client believes that a Claim presented to it for indemnification is one as to which the Indemnified Party is not entitled to indemnification under this Agreement, it will so notify the Indemnified Party on a prompt basis (but in no event later than fifteen (15) days after delivery of notification of the Claim). The Indemnified Party may participate in such defense at its own expense; provided that if the Indemnified Party reasonably concludes, based on advice from counsel, that Client and the Indemnified Party have conflicting interests with respect to such Claim, Client will be responsible for the fees and expenses of independent counsel to the Indemnified Party. Client will keep the Indemnified Party advised of the status of such Claim and the defense thereof and will consider

recommendations made by the Indemnified Party with respect thereto. The Indemnified Party will not agree to any settlement of such Claim without the prior written consent of Client. Client will not agree to any settlement of such Claim or consent to any judgment in respect thereof that does not include a complete and unconditional release of any Indemnified Party from all liability with respect thereto or that imposes any liability or obligation on the Indemnified Party or adversely affects the Indemnified Party without the prior written consent of the Indemnified Party.

2. DG agrees to indemnify Client upon the same terms, pursuant to Section 15.1.

16. Notices. All notices required in connection with this Agreement must be written and will have been given when delivered by hand, on the next business day if delivered by a recognized overnight courier, on the third business day if mailed (by certified or registered mail, return receipt requested) or (d) upon actual receipt thereof, addressed as follows:

1. If to Client:

1. Saucon Valley School District
2. Attn.: Jaime Vlasaty, Superintendent
3. 2097 Polk Valley Road, Hellertown, PA 18055
4. EMAIL: jaime.vlasaty@svpanthers.org

2. If to DG:

1. Donovan Group II
2. Attn: Liam Goldrick, Partner
3. 1345 North Jefferson Street #120, Milwaukee, WI 53202
4. Email: liam.goldrick@donovan-group.com

17. No Third-Party Beneficiaries. This Agreement will not be construed to confer any rights on any third party except as otherwise expressly set forth in this Agreement.

18. Entire Agreement. This Agreement sets forth the entire agreement of the parties relating to the Services provided by DG and supersedes all prior written or oral understandings, agreements, or representations by or between the parties with respect to these subjects. No additional or different terms set forth in any of the parties request for proposal, quotation, purchase order, invoice, acknowledgment, or other forms or correspondence shall be of any force or effect and shall not modify or supplement the terms of this Agreement.

19. Modifications. Any modification or amendment of this Agreement is effective only if it is in writing signed by an authorized representative of both DG and Client.

20. Waivers. The waiver of any breach or violation of any term or provision of this Agreement will not constitute a waiver of any subsequent breach or violation of the same or any other term or provision. No waiver of any right or remedy hereunder will occur unless such waiver is in writing.

21. Survival. All terms and provisions of this Agreement that should by their nature survive the termination of this Agreement shall so survive. In addition, the termination of this Agreement for any reason shall not terminate the obligations of Client pursuant to Sections 15 hereof.
22. Severability. If any provision of this Agreement is held invalid, void, or unenforceable to any extent, that provision will be enforced to the greatest extent permitted by law and the remainder of this Agreement and application of such provision to other persons or circumstances will not be affected.
23. Assignment. The parties may not assign this Agreement or any of its rights hereunder without the prior written consent of the other and any purported assignment without the required consent shall be null and void and of no force or effect.
24. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but both of which taken together shall constitute one and the same instrument.
25. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Wisconsin notwithstanding conflicts of laws principles. The parties further agree that the agreed venue and jurisdiction for any claims or disputes under this Agreement is Milwaukee County, Wisconsin. THE PARTIES EACH IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO JURY TRIAL OF ANY DISPUTE BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS AMONG THEM RELATING TO THE TRANSACTIONS CONTEMPLATED HEREBY.
26. Construction. The parties have participated jointly in the negotiation of this Agreement, and each has had the advice of legal counsel to review, comment upon, and draft this Agreement. Accordingly, the parties agree that no rule of construction will apply against or in favor of any party, and any uncertainty or ambiguity will not be interpreted against any one party in favor of the other party. The headings in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF the parties have executed this agreement on the date set forth below.



Liam Goldrick, Partner

Donovan Group