

Saucon Valley School District
Regular Meeting of the Board of Education
July 11, 2018 – 7 pm
High School Audion

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

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

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

Agenda

6:30 pm – Executive session for the purpose of review of administrative contract and review of association grievance.

- I. **Call to the Order** – *Michael Karabin, President, presiding*
- II. **Pledge of Allegiance**
- III. **Recording of Attendance** – *David Bonenberger, Secretary*
- IV. **Motion to Approve Agenda**
- V. **Announcement of Executive Session** – July 11, 2018 – Review of administrative contract and review of association grievance.
- VI. **Approval of Minutes** – June 26, 2018
- VII. **Recognition** – None
- VIII. **Presentation** – None
- IX. **Superintendent’s Report** – *Dr. Craig Butler, 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 – \$296,813.49
- B. Cafeteria Expenditures – \$250.54
- C. Health Benefits – None
- D. Capital Projects – \$1,224.64

Recommendations for Approval

Presentation of Bills

1. Approve the above presentation of bills.

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

XII. Treasurer’s Report - Mark Sivak/David Bonenberger

- A. Cash Investment and Bond Activity - None
- B. Condensed Board Summary Report - None
- C. Capital Project Finance Report – None
- D. Budget Transfers – None
- E. Middle School Activity Report – None
- F. High School Activity Report – May, 2018

Recommendations for Approval

No Reports or Recommendations

Recommendation: No Recommendations

AGENDA ITEMS

A. Education

Items/Projects for Discussion

Recommendations for Approval

Textbook/License Adoption

1. Approve the second and final review of the following textbook/license: (in 2018-19 budget)
 - Course Title – Probability and Statistics
 - Textbook Title – Elementary Statistics Picturing the World, 7th Edition
 - Cost Per Textbook – \$207.97
 - Number of Textbooks – 30
 - Total Cost for Textbooks – \$6,239.10
 - Cost Per License - \$124.97
 - Number of Licenses – 20
 - Total Cost for Licenses - \$2,499.40
 - Grand Total Cost for Textbooks/Licenses - \$8,738.50

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

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

None

Recommendations for Approval**Director of Special Education**

1. Approve Jaime Vlasaty as director of special education effective August 1, 2018. Salary will be \$110,000, which will be prorated. She is entitled to benefits per the current administrative agreement. Ms. Vlasaty is replacing Dan Burkholder, who resigned. (Appointment is subject to all necessary personnel paperwork received.)

Paraprofessional

2. Approve Mary Seip as a non-instructional para-professional at an hourly rate of \$17.49, with benefits per the current Educational Support Staff Compensation & Benefits Plan, effective August 22, 2018. Ms. Seip is replacing Len French who recently retired.

Sabbatical Leave

3. Approve the request for a compensated professional sabbatical leave for Kelly Boushell, third grade teacher, for study for the second semester of the 2018-19 school year.

Maternity Leave

4. Approve the request for a maternity leave for Kelly Boushell, third grade teacher, beginning approximately September 14, 2018. She plans on using five personal days and 30 sick days prior to starting 12 weeks of unpaid FMLA leave. Mrs. Boushell will return to her teaching duties at the beginning of the 2019-20 school year.

Elementary Grade Level Chairpersons

5. Approve the following elementary grade level chairpersons for the 2018-19 school year. Salary is \$2,000 per chairperson.

Elementary Grade Level Chairpersons

Holli Conrad – Kindergarten
Jennifer Davison – Grade 1
Lisa Benza – Grade 2
Michael Sakelarides – Grade 3
Elizabeth Ravier – Grade 4
Courtney Best – Special Education
Joanna Lemay – Encore

Co-Curricular/Extra Duty Appointments

6. Approve the following co-curricular/extra duty appointments:

Elementary

- Joanna Lemay – Student Community Council – \$1,108.50
- Emily Aragona-Young – Student Community Council – \$1,108.50
- Emily Aragona-Young – Panther Players – \$1,751
- Kelly Calabrese – Girls on the Run – \$263
- Amanda Hicks – Girls on the Run – \$263
- Chad Miller – Director of Play/Musical – \$2,300
- Emily Aragona-Young – Producer of Play/Musical – \$2,000

High School

- Theresa Andruecci – Global Scholarship Club – Volunteer
- Chad Miller – Director of Fall Play – \$1,250
- Eric Hersh – Producer of Fall Play - \$1,250
- Lisa Allen – Calculus Club – Volunteer
- Matthew Evancho – Resignation as MiniThon Advisor

2018-19 Fall Coach

7. Approve the following 2018-19 fall coach:

Cross Country

- Head Coach - Ed Kolosky - \$3,694

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

C. Facilities

Items/Projects for Discussion and Possible Resolution

None

Recommendations for Approval

No Reports or Recommendations

Recommendation: No recommendations.

D. Finance

Items/Projects for Discussion

Recommendations for Approval

ALICE Elearning Contract

- 1. Approve the attached contract for ALICE Elearning training from July 15, 2018 – July 13, 2021 at an annual cost of \$4,276.40.

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

E. Community Outreach

Items/Projects for Discussion

None

Saucon Valley Partnership Meeting –Linda Leewright and Mark Sivak

The next meeting of the Saucon Valley Partnership is scheduled for August 11, 2018 at 7 pm at Hellertown Borough.

Recommendations for Approval

No Reports or Recommendations

Recommendation: No recommendations.

F. Academic and Personnel Committee – Tracy Magnotta

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

H. Colonial Intermediate Unit – Sandra Miller
(Meetings are the fourth Wednesday of every Month)

I. PSBA – Mark Sivak and Sandra Miller

J. Hellertown/Lower Saucon Chamber of Commerce – Tracy Magnotta

K. Saucon Valley Foundation for Educational Innovation – Tracy Magnotta

L. Northampton Community College – Susan Baxter
(Meetings are the first Thursday of every Month)

M. New Business

N. Old Business

XIII. Citizen’s Inquiries and Comments – Visitors should state their name and address.

XIV. Announcements

Future Meetings ~

August 14, 2018 – 7 pm – Business Meeting – Audion

August 28, 2018 – 7 pm – Business Meeting – Audion

XV. Motion to Adjourn Meeting

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

A Business Meeting of the Board of Directors of the Saucon Valley School District was held on Tuesday, June 26, 2018 in the High School Audion. Present were Directors Susan Baxter, Cedric Dettmar, Bryan Eichfeld, Michael Karabin, Linda Leewright, Tracy Magnotta, Sandra Miller, Shamim Pakzad and Mark Sivak. Also present were Craig B. Butler, Superintendent, David Bonenberger, Business Manager, and Mark Fitzgerald, District Solicitor.

- I. **Call to the Order** – 7:05 pm - *Michael Karabin, President, presiding*
- II. **Pledge of Allegiance**
- III. **Recording of Attendance** – 9-present, 0-absent
- IV. **Motion to Approve Agenda** – Director Miller, seconded by Director Sivak moved to approve the Agenda with corrections. Vote: 9-yes, 0-no
- V. **Announcement of Executive Sessions** – June 14, 2018 – Hiring of Administrator
June 26, 2018 – Superintendent Evaluation
- VI. **Approval of Minutes** – June 12, 2018
- VII. **Recognition** – Megan Altemose – Freddie Awards. Staff that attended ALICE training.
- VIII. **Presentation** – None
- IX. **Superintendent’s Report** – *Dr. Craig Butler, Superintendent*
- X. **Courtesy of the Floor to Visitors**
- XI. **Presentation of Bills** – *David Bonenberger*
 - A. General Expenditures – \$212,219.16
 - B. Cafeteria Expenditures – \$486,748.39
 - C. Health Benefits – \$259,848.60
 - D. Capital Projects – \$1,502.47
 1. Approve the above presentation of bills.

Director Sivak, seconded by Director Dettmar moved to approve the Presentation of the Bills. Vote: 9-yes, 0-no
- XII. **Treasurer’s Report** - *Mark Sivak/David Bonenberger*
 - A. Cash Investment and Bond Activity
 - B. Condensed Board Summary Report
 - C. Capital Project Finance Report -None
 - D. Budget Transfers – \$2,426.00
 - E. Middle School Activity Report – May 31, 2018
 - F. High School Activity Report – None
 1. Approve the above Treasurer’s Report.

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

A. Education

1. Approve the additions/changes to the 2018-19 Student Handbooks:
Saucon Valley Elementary School
Saucon Valley Middle School

2. Approve the first review of the following textbook/license: (in 2018-19 budget)
 Course Title – Probability and Statistics
 Textbook Title – Elementary Statistics Picturing the World, 7th Edition
 Cost Per Textbook – \$207.97
 Number of Textbooks – 30
 Total Cost for Textbooks – \$6,239.10
 Cost Per License - \$124.97
 Number of Licenses – 20
 Total Cost for Licenses - \$2,499.40
 Total Cost for Textbooks/Licenses - \$8,738.50

3. Approve the second and final reading of the recently amended Policy 808, Food Services, to reflect the language provisions as presented by the Pennsylvania School Boards Association and reviewed by the solicitor.
Policy 808 – Food Service

4. Approve the attached list of Surplus/Obsolete Text Books & Educational Materials.

Director Sivak, seconded by Director Miller moved to approve Education Items #1 – 4.
Vote: 9-yes, 0-no

B. Personnel

1. Approve Tamara Gary as high school principal effective August 26, 2018 or sooner. Her salary will be \$125,000, which will be prorated. She is entitled to benefits per the current administrative agreement. Ms. Gary is replacing Beth Guarriello, who resigned.

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

2. Approve the following professional appointments:
 - a. Kaela Bitting as middle school instrumental teacher effective August 20, 2018 at a salary of \$50,882 (B, Step 1). Ms. Bitting is replacing Carol Free, who retired.

Director Sivak, seconded by Director Miller moved to approve Personnel Item 2a.
Vote: 9-yes, 0-no

- b. Michael Marini as high school instrumental teacher effective August 20, 2018 at a salary of \$56,113 (B, Step 5). Mr. Marini is replacing Herb Payung, who resigned.

Director Sivak, seconded by Director Miller moved to approve Personnel Item 2b.

Vote: 9-yes, 0-no

- c. Samantha Simcox as middle school special education teacher effective August 20, 2018 at a salary of \$57,051 (M, Step 2). Ms. Simcox is replacing Maureen Henderson, who retired.

Director Pakzad, seconded by Director Sivak moved to approve Personnel Item 2c.

Vote: 9-yes, 0-no

3. Approve James Fluck, Jr. as a full-time maintenance employee effective June 27, 2018 at an hourly rate of \$27.56 and benefits per the current Saucon Valley Education Support Professionals Contract. Mr. Fluck is replacing William Patterson.
4. Approve the retirement of Roxanne Miller, part time business office secretary. Her last day will be September 6, 2018.
5. Approve the retirement of Ed Michaylira, full time bus driver, effective June 30, 2018.
6. Approve the following elementary, middle, and high schools co-curricular/extra duty appointments.

Middle School

Charles Austin – K-8 A-V Coordinator – \$3,930

Meredith Lesney/Colleen Wetmore/Christa Laudenslager – Reading Olympics – \$1,477**

Lauren Sakasitz – Cameratta Chorus – \$1,751

Stacy Daly/Jason Stern – Student Council – \$2,217**

Lisa Catullo – Yearbook – \$1,477

Amber Brodt/Megan Schemm – National Junior Honor Society – \$739**

David Jost – Archery Club – \$859

David Jost – Swimming Director 1 – \$859

Katie Roberts – Swimming Director 2 – \$859

Sarah Thatcher – Knitting Club – Volunteer

Peter Bosko – Volleyball Club – Volunteer

Cedric Dettmar/Martin Youngkins – Math Club – Volunteers

** - will split stipend

High School

Ashley James – Aavidum – Volunteer

Jason Gordon – Art Club – Volunteer

Michael Marini – Pre-Band – \$1,481

Michael Marini – Band – \$7,005

Steve Roman – Front Ensemble Instructor – \$1,342

Edwin Bachman – Percussion Instructor – \$3,075

Dale Hillegass – Drill Instructor – \$2,050

Samual Tate – Drill Instructor – Volunteer

Robert Frey – Assistant Director – Volunteer
 Chad Miller – Vocal Music – \$5,554
 Jeremy Kittek – Class of 2019 – \$1,922
 Katie Roberts – Class of 2020 – \$1,922
 Scott Guidos – Class of 2021 – \$739
 Brianna Keeney – Class of 2022 – \$739
 Jessica Friday – Debate Team – \$1,773
 Andy Koch – Digital Photography Club – Volunteer
 Chad Miller – Drama Club – Volunteer
 Amber Sams – Environmental Club – \$584
 Kim Flueso – FBLA – \$584
 Chad Shirk – FBLA – Volunteer
 Kim Tassinaro – GSA – Volunteer
 Jess Friday/Jen Screnci – History Club – Volunteers
 Amber Sams – I-Team – \$584
 Genia Miller – LEO Club – Volunteer
 Matt Evancho – MiniThon – \$584
 Genia Miller – Mock Trial – \$429.50
 Scott Guidos – Mock Trial – \$429.50
 Jessica Friday – Model UN – \$584
 Jessica Frederick – National Honor Society – \$739
 Mario Marcozzi – Newspaper – \$2,956
 Mel Moyer – Paintball Club – Volunteer
 Amber Sams – Reading Club – Volunteer
 Donna Ellis – SADD – Volunteer
 Cameron Fowler – Scholastic Scrimmage – \$859
 Grant Geiger/Mel Moyer – Ski Club – Volunteers
 Eric Focht – Smash/Video Club – Volunteer
 Bob Svitilla – STEM Club – Volunteer
 Cheri Chisesi – Student Government – \$1,847
 Tammy Miller – Student Government – \$1,847
 Mario Marcozzi – TV Studio – Volunteer
 Jen Screnci – Unicef – Volunteer
 Amber Sams/Genia Miller – Writing & Poetry Club – Volunteers
 Jen Falcaro – Yearbook – \$2,956

7. Approve the following 2018 middle school summer learning academy teacher. Position is based on subscription rate of students and is self-sustaining.

Middle School

Stacy Daly – Science

8. Approve Glenn Brown as the district home school visitor at a salary of \$25 per hour for a maximum of 100 hours for the 2018-19 school year.
9. Approve the following high/middle school department chairpersons/team leaders for the 2018-19 school year. Salary is \$2,000 per department.

High School Department Chairpersons

Samantha Trachtman – Counseling
 Karen Krupa – English
 Lisa Allen – Math
 Robert McHugh – Social Studies
 Theresa Andreucci – Foreign Language
 Jessica Schmidt – Special Education
 Thomas Koch – Science
 Amber Sams – Related Arts
 Richard Simononis – Business Education

Middle School Team Leaders

Dana Russo – Special Education
 David Miller – Related Arts Choices
 Karen Kemper – Grade 5
 Victoria Gazzana – Grade 6
 Sarah Thatcher – Grade 7 - Determination Team
 Daniel Mack – Grade 7 - Courage Team
 Stacy Daly – Grade 8 - Caring Team
 Lisa Catullo- Grade 8 - Fairness Team

10. Approve the additional following 2018-19 fall coaches:

Girls Soccer

Assistant Coach – Rachel Moyer – 1,662.50
 Assistant Coach – Carlos Coehlo – \$1,662.50
 Assistant Coach – Joe Long – Volunteer
 Assistant Coach – Quanie Lightner – Volunteer

Girls Volleyball

Assistant Coach – Domenica Ellis – \$2,956
 Assistant Coach – Alroldo Rodas – Volunteer

Girls Tennis

Assistant Coach – Dan Fowler – Volunteer
 Assistant Coach – Katrina Bohnhorst – Volunteer

Football

Matthew Ehritz – MS Head Coach – \$3,548
 Michael Kiak – Equipment Manager – \$2,217

Field Hockey

Assistant Coach – Kaitlin Shermetta – \$2,956
 Assistant Coach – Megan Padden – \$738

Boys Soccer

Head Coach – Timothy Houghton – \$4,499
 Assistant Coach – Patrick Kowalski – \$2,000
 Assistant Coach – Zac Estojak – \$2,000

Cross Country

Head Coach – Ed Kolosky – Rescind previous approval

Director Sivak, seconded by Director Dettmar moved to approve Personnel Items #3 – 10. Vote: 9-yes, 0-no, 1-abstain for Boys Soccer Assistant Coach (Miller)

C. Facilities

No Reports or Recommendations

D. Finance

1. Approve the attached Senior Citizens Property Tax Rebate Resolution of 2018.

Director Sivak, seconded by Director Miller moved to approve Finance Item 1.

Vote: 9-yes, 0-no

2. Approve the following categories regarding the Commitment of Fund Balance for the fiscal year ending June 30, 2018. This is required because of the requirements of GASB54. The categories are: GASB 45 Post-Retirement Costs; Reserve for Health Benefits; PSERS Increases; Capital Improvements/Replacement; and Post-Retirement Benefits other than health care.

Director Sivak, seconded by Director Dettmar moved to approve Finance Item 2.

Vote: 9-yes, 0-no

3. Approve the attached District Contracts for the 2018-2019 year with:

Otis, CSI, Deighler Whiting, Hydro Pneumatic, Ehrlich Pest Control, JMSI Environmental, Suppression System Inc., Integritech, Simplex, Kistler O'Brien, Tomlinson Bomberger, Joshua Tree, Johnson Control, Trane, Emergency Systems Inc, Spangler Boyer, Tyler(Versatrans), Tu Way

Director Sivak, seconded by Director Dettmar moved to approve Finance Item 3.

Vote: 9-yes, 0-no

4. Approve the following Food Service price increases:

Ten cent (\$.10) increase on school tray lunches for elementary, middle, and high schools students effective the 2018-19 school year as required by the United States Department of Agriculture. (2017-2018 Elementary School lunch was \$2.65, Middle & High School lunch \$2.80).

There is no change to breakfast price (elementary, middle and high school \$1.80).

Director Sivak, seconded by Director Miller moved to approve Finance Item 4.

Vote: 9-yes, 0-no

E. Community Outreach

The next meeting of the Saucon Valley Partnership is scheduled for July 11, 2018 at 7 pm at Lower Saucon Township.

No Reports or Recommendations

F. Academic and Personnel Committee – Tracy Magnotta

Next meeting is on July 11th at 5:30

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

H. Colonial Intermediate Unit – Sandra Miller

I. PSBA – Mark Sivak and Sandra Miller

J. Hellertown/Lower Saucon Chamber of Commerce – Tracy Magnotta

K. Saucon Valley Foundation for Educational Innovation – Tracy Magnotta

L. Northampton Community College – Susan Baxter

1. Approve the candidates for the Northampton Community College Board of Trustees, with a term of July 1, 2018-June 30, 2024.

Attachments

Mr. Ronald L. Angle, Bangor Area School District

Director Sivak, seconded by Director Dettmar moved to approve Mr. Ron Angle.

Vote: 5-yes, 4-no

Dr. Dean M. Donaher, Bethlehem Area School District (Incumbent)

Director Miller, seconded by Director Sivak moved to approve Mr. Dean M. Donaher.

Vote: 9-yes, 0-no

Dr. Karen Beck Pooley, Bethlehem Area School District

Director Miller, seconded by Director Sivak moved to approve Dr. Karen Beck Pooley.

Vote: 8-yes, 1-no

Mr. Robert R. Fehnel, Easton Area School District (Incumbent)

Director Miller, seconded by Director Sivak moved to approve Mr. Robert R. Fehnel.

Vote: 9-yes, 0-no

Mr. John Dalley, Pen Argyl School District (replacement 2018-2022)

Director Miller, seconded by Director Sivak moved to approve Mr. John. Dalley.

Vote: 9-yes, 0-no

Ms. Janis Krieger, Wilson Area School District (Incumbent)

Director Miller, seconded by Director Sivak moved to approve Ms. Janis Kreiger.

Vote: 9-yes, 0-no

M. New Business – Director Leewright would like to discuss at the next meeting the possibility of withdrawing from the SV Partnership.

Discussion on moving the July meeting to earlier in the month.

Director Miller, seconded by Director Sivak moved to cancel the July 24th Board meeting and have one on Wednesday, July 11th at 7:00 pm and the Academic & Personnel Meeting at 5:30. Vote: 9-yes, 0-no

N. Old Business

I. Citizen’s Inquiries and Comments

II. Announcements

Future Meetings ~

July 11, 2018 – 7 pm –Business Meeting – Audion

August 14, 2018 – 7 pm –Business Meeting – Audion

III. Motion to Adjourn Meeting

Director Miller, seconded by Director Eichfeld moved to adjourn the meeting and reconvene in Executive Session.

Vote: 9-yes, 0-no

7:40PM

ATTEST: _____

Secretary

President

Fund Accounting Check Summary

PLGIT GENERAL - From 06/22/2018 To 06/30/2018

facksmc

Check #	Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
00049018	ACADEMIC THERAPY	BOOKS AND PERIODICALS.....		677.20
	PUBLICATIONS			
00049019	AMAZON	GENERAL SUPPLIES.....		2,819.58
00049020	MICROBAC LABORATORIES, INC.	REPAIRS & MAINT SVCS.....		106.60
00049021	BERKELEY INDUSTRIAL	GENERAL SUPPLIES.....		291.17
00049022	COUGHLAN COMPANIES LLC	BOOKS AND PERIODICALS.....		987.74
00049023	CINTAS CORPORATION-#101	LAUNDRY/LINEN/DRY CLEAN.....		15.00
00049024	COLONIAL INTERMEDIATE UNIT	PRO- ED SVCS - IUS.....		18,111.64
	#20			
00049025	COMMUNICATION SYSTEMS, INC.	GENERAL SUPPLIES.....		3,180.00
00049026	DEER LAKES SCHOOL DISTRICT	PRO- ED SVCS - IUS.....		814.55
00049027	DELTA-T GROUP, INC.	OTHER PROFESSIONAL SVC.....		253.00
00049028	FOLEY, INCORPORATED	GENERAL SUPPLIES.....		240.89
00049029	FOX ROTHSCHILD, LLP	OTHER PROFESSIONAL SVC.....		5,303.59
00049030	GENERAL HEALTHCARE	OTHER PROFESSIONAL SVC.....		147.00
	RESOURCES, INC.			
00049031	JOHNSON CONTROLS	GENERAL SUPPLIES.....		918.00
00049032	KEYSTONE COLLECTIONS GROUP	COMMUNICATIONS.....		55.08
00049033	LANDSEARCH & SETTLEMENT,		1,470.00
	INC.			
00049034	LOWER SAUCON TWP P.D.	SECURITY/SAFETY SERVICE.....		600.40
00049035	NEOFUNDS BY NEOPOST	COMMUNICATIONS.....		3,342.45
00049036	MARGARET SWANSON, C.R.N.P.	PRO ED SVCS - OTHER.....		24.00
00049037	NASCO	BOOKS AND PERIODICALS.....		197.12
00049038	CENGAGE LEARNING	BOOKS AND PERIODICALS.....		1,338.70
00049039	NORTHEAST JANITORIAL SUPPLY	GENERAL SUPPLIES.....		49.75
00049040	PEDIATRIC THERAPEUTIC	OTHER PROFESSIONAL SVC.....		13,114.42
	SERVICES, INC.			
00049041	PPL ELECTRIC UTILITIES	ELECTRICITY.....		595.80
00049042	PREMIER IMMEDIATE MEDICAL	D & A SCREENING.....		45.00
	CARE			
00049043	SADDLEBACK EDUCATIONAL INC.	BOOKS AND PERIODICALS.....		210.50
00049044	SCHOOL BUS PARTS COMPANY	GENERAL SUPPLIES.....		951.45
00049045	STOTZ & FATZINGER OFF.SUPPLY	GENERAL SUPPLIES.....		206.43
00049046	THE BRENNEMAN COMPANY	REPAIRS & MAINT SVCS.....		19,000.00
00049047	TOMLINSON BOMBERGER	LAWN CARE SERVICES.....		773.00
00049048	UGI UTILITIES, INC.	NATURAL GAS.....		59.40
00049049	Wolffington Bus Co	EQUIP-NEW.....		206,532.76
00049050	XEROX.CORP.	RENTAL OF EQUIPMENT.....		9,833.27

* Denotes Non-Negotiable Transaction

- Payables within Check

P - Prenote

d - Direct Deposit

c - Credit Card Payment

Fund Accounting Check Summary

PLGIT GENERAL - From 06/22/2018 To 06/30/2018

facksmc

Check #	Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
00049051	Amanda Holveck	TUITION REIMBURSEMENT.....		1,500.00
		10-GENERAL FUND	293,765.49	
		Grand Total Manual Checks :	0.00	
		Grand Total Regular Checks :	293,765.49	
		Grand Total Direct Deposits:	0.00	
		Grand Total Credit Card Payments:	0.00	
		Grand Total All Checks :	293,765.49	

* Denotes Non-Negotiable Transaction

- Payables within Check

P - Prenote

d - Direct Deposit

C - Credit Card Payment

Fund Accounting Check Summary

LAFAYETTE GENERAL - From 06/28/2018 To 07/12/2018

facksmc

Check #	Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
*D0000334	KOCH, ANDREW	TUITION REIMBURSEMENT.....		1,665.00 ^d
*D0000335	Nicole E Dilenno	TUITION REIMBURSEMENT.....		1,362.00 ^d
*D0000336	TRACHTMAN, SAMANTHA	STUDENT SNACKS.....		21.00 ^d
10-GENERAL FUND			3,048.00	
Grand Total Manual Checks :			0.00	
Grand Total Regular Checks :			0.00	
Grand Total Direct Deposits:			3,048.00	
Grand Total Credit Card Payments:			0.00	
Grand Total All Checks :			3,048.00	

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

Fund Accounting Check Summary

CAFE - PLGIT - From 06/22/2018 To 06/29/2018

facksmc

Check #	Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
00002686	K12 SERVICES INC.	OTHER PROFESSIONAL SVC.....		231.74
00002687	PAMELA GIBSON	MISC EXPENDITURES.....		18.80

50-CAFETERIA 250.54

Grand Total Manual Checks :	0.00
Grand Total Regular Checks :	250.54
Grand Total Direct Deposits:	0.00
Grand Total Credit Card Payments:	0.00
Grand Total All Checks :	250.54

* Denotes Non-Negotiable Transaction

- Payables within Check

P - Prenote

d - Direct Deposit

c - Credit Card Payment

Fund Accounting Check Summary

PLGIT/ARM 195-14 - From 06/26/2018 To 06/26/2018

facksmc

Check #	Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
00000121	LOWER SAUCON TOWNSHIP	CONSTRUCTION SERVICES.....		1,224.64
		39-CAPITAL PROJECT - INACT	1,224.64	
		Grand Total Manual Checks :	0.00	
		Grand Total Regular Checks :	1,224.64	
		Grand Total Direct Deposits:	0.00	
		Grand Total Credit Card Payments:	0.00	
		Grand Total All Checks :	1,224.64	

* Denotes Non-Negotiable Transaction

- Payables within Check

P - Prenote

d - Direct Deposit

C - Credit Card Payment

SAUCON VALLEY HIGH SCHOOL
 FINANCIAL REPORTS
 May 31, 2018
 ACTIVITIES FUND

BALANCE	\$64,645.76
INCOME	\$15,996.64
EXPENSES	\$37,409.28
BALANCE	\$43,233.12

<u>ACCOUNT NAME</u>	<u>BALANCE</u>
AEVIDUM	\$537.55
BAND	\$792.66
CALCULUS CLUB	\$601.20
CHORUS	\$826.05
CLASS OF 2017	-\$20.32
CLASS OF 2018	\$295.93
CLASS OF 2019	\$519.74
CLASS OF 2020	\$942.85
DANCE TEAM	\$2,220.58
DRAMA CLUB	\$4,146.02
ENVIRONMENTAL CLUB	\$475.50
FBLA	\$3,648.83
FOREIGN LANGUAGE	\$1,219.72
GSA	\$151.47
LEO CLUB	\$688.34
MINI-THON	\$421.89
MODEL UN	\$324.21
NATIONAL HISTORY CLUB	\$3.82
NATIONAL HONOR SOCIETY	\$3,147.48
NEWSPAPER	\$161.85
PAINTBALL	\$54.03
PHOTOGRAPHY CLUB	\$644.75
READING TEAM	\$184.12
RUGBY TEAM	\$690.80
SADD	\$80.58
SGA - STUDENT STORE	\$2,057.01
SKI CLUB	\$1,267.49
SMASH-VIDEO CLUB	\$27.68
STEM	\$842.85
UNICEF	\$362.08
YEARBOOK	\$15,916.36
 <i>STUDENT ACTIVITIES FUND BALANCES</i>	 \$43,233.12

Beth Guarriello
Principal

MASTER SERVICE AGREEMENT

This Agreement ("Agreement") is made by and between ALICE Training Institute LLC ("ATI") with its principal place of business at 3593 Medina Road #320, Medina, OH 44256 and the Customer described below. ATI agrees to furnish services as described below ("Services") for certain training programs offered by ATI. This Agreement constitutes with respect to the Services the entire agreement between Customer and ATI.

Customer:	Saucon Valley School District Thomas Halcisak thomas.halcisak@svpanthers.org	Proposal No:	Q-01150
		Proposal Expires:	7/14/2018
		Proposal By:	Joanna Lucas
		Email:	jucas@alicetraining.com

Services: ALICE Services listed below, each subject to the applicable Terms and Conditions attached hereto.

Term: The 36 month term for recurring Services begins on 7/15/2018 and ends on 7/13/2021.

Payment: Invoiced Annually - Net 15

ANNUAL RECURRING SERVICES

Item	Description	Quantity	Price
1000	Elearning Users (K12)	360	\$3,776.40
1200	Elearning Support & Maintenance	1	\$500.00

Annual Recurring Investment: \$4,276.40
TOTAL RECURRING INVESTMENT OVER TERM: \$12,829.20

ONE-TIME SERVICES

Item	Description	Quantity	Price
4000	The ALICE Organizational Certification program helps mitigate legal and financial risk by ensuring your violent intruder response plan complies with Federal and State guidelines. A comprehensive document set includes customizable policy templates, implementation best practices, and program roll-out plans.	1	\$0.00

TOTAL ONE-TIME INVESTMENT: \$0.00
TOTAL CONTRACT INVESTMENT OVER TERM: \$12,829.20
 Accurate Sales Tax will be added when applicable.

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement in consideration of the promises and mutual covenants contained herein.

ATI SIGNATORY

Name: _____
Date: _____
Signature: _____

CUSTOMER BILLING INFORMATION

Billing Contact Name: _____
Billing Phone: _____
Billing Email: _____
Billing Address: _____

CUSTOMER SIGNATORY

Name: _____
Title: _____
Date: _____
Signature: _____

Federal Tax ID: _____
Purchase Order: _____
Sales Tax Exempt No. _____

***Sales Tax Exemption Certificate must be attached.**

TERMS AND CONDITIONS – SERVICES

By executing the Master Service Agreement, You agree to these terms and conditions (the "Terms and Conditions"). If You are entering into the Agreement on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its Affiliates (as defined below) to these Terms and Conditions. If You do not have such authority, or if You do not agree with these Terms and Conditions, You must not accept the Agreement and may not use the Services (as defined below).

These Terms and Conditions describe the terms under which the Alice Training Institute, LLC ("ATI") offers You access to its Services. By accessing the Services, You agree to comply with and to be bound by the Terms and Conditions set out herein.

In the event of any conflict between the provisions contained in an Agreement and these Terms and Conditions, the provisions in the Agreement shall control (provided, however, that the fact that a provision appears in an Agreement but not these Terms and Conditions, or in these Terms and Conditions, but not the applicable Agreement, shall not be deemed to be a conflict for purposes of this sentence).

1 Standard Definitions

- 1.1 **Affiliates.** Means any entity which directly or indirectly controls, is controlled by, or is under common control with a party to the Agreement.
- 1.2 **Agreement.** Means the Master Service Agreement between You and Us.
- 1.3 **ALICE.** Means the violent intruder response program that includes Alert, Lockdown, Inform, Counter, and Evacuate strategies.
- 1.4 **Beta Services.** Means Our services that are not generally available to customers.
- 1.5 **Fees.** Means all monetary charges for Services resulting from the Agreement and these Terms and Conditions.
- 1.6 **Marks.** Means Our trademarks, service marks, logo and certification marks.
- 1.7 **Program.** Means ALICE and RAIDER collectively or individually.
- 1.8 **RAIDER.** Means the solo officer tactical training program that includes Rapid Deployment, Awareness, Intervention, Decisiveness, EMS, and Recovery strategies.
- 1.9 **Registrant.** Means an individual who is authorized by You to access the Services.
- 1.10 **Services.** Means the Services contracted for in the Agreement, which may include instruction and teaching of the Program using the ATI approved curricula and training models.
- 1.11 **We, Us, Our.** Means the Alice Training Institute, LLC.
- 1.12 **You, Your.** Means You as an individual or the legal entity identified as the Customer in the Agreement.

2 Obligations of ATI

- 2.1 **Training.** We shall carry out the Services at the time and place upon which the parties agree in writing.
- 2.2 **Quality.** We represent and warrant that: i) the Services will be performed in a professional and workmanlike manner, in accordance with generally accepted industry standards; and, ii) We have all rights including, without limitation, intellectual property rights to the Services and to provide the Services for use by You in accordance with these Terms and Conditions and the Agreement.
- 2.3 **Additional Services.** The parties may agree to add Services to the Agreement from time to time. We shall provide a price estimate of such extra Services and will finalize a price proposal for the additional Services to which You must agree, in writing and in advance, before such additional Services are incorporated to the Agreement.

3 Customer Obligations for eLearning Services

- 3.1 **Responsibility for Use.** To enable access and use of the Services, You agree to: (i) obtain access to the world-wide web; (ii) complete the implementation and setup process as directed by Us including, but not limited to, Registrants agreeing to the

terms and conditions presented on Our eLearning portal, which may change from time to time, provided that any such terms and conditions that purport to amend any provision of these Terms and Conditions and/or the Agreement shall be null and void and of no effect; (iii) be responsible for maintaining the confidentiality of any passwords and account information provided by Us to You; and (iv) to immediately notify Us of any unauthorized use of Your account, breach of security or loss or theft of Registrant user IDs or passwords.

3.2 **Registrations and Registrants.** Your Agreement will specify a number of Registrants allowed for a given Service and Fee. You will be billed for any registrations beyond this number at the rate specified in your Agreement, or the then current rates for overage if none is specified. Except for price, which may differ, You agree that Registrants incurred beyond the contracted level will be subject to these Terms and Conditions.

You agree that the number of Registrants listed on the Agreement is the minimum number of Registrants for which You will pay annually. Should there be fewer Registrants than this minimum number, Fees will not be reduced. Unused Registrations will not roll over to another term year.

3.3 **Responsibilities.** You will provide complete and accurate data. We may rely upon such data when providing You Services. If Your data provided to Us is inaccurate and/or incomplete, We will not be liable for any performance or alleged non-performance of Services caused by such inaccuracy or incompleteness.

If specified on the Agreement, We may assign you one or more user IDs and passwords that will enable You to access the Services. You shall take reasonable precautions to protect against theft, loss or fraudulent use of such IDs and passwords. You will use the Services only for lawful purposes and in accordance with these Terms and Conditions.

3.4 **Designation of Administrative Liaison.** You shall designate an individual who shall be Our main point of contact (“Administrative Liaison”). The Administrative Liaison will be responsible to consult with Us regarding the Services and whether the Services are reasonably addressing Your eLearning needs. The Administrative Liaison will respond to all of Our communications seeking information within one (1) business day.

3.5 **Notification of Service.** In consultation with Us, the Liaison shall use commercially reasonable efforts to promote the Services to Registrants. In so doing, the Administrative Liaison shall include a written notification that Your organization has purchased a certain number of subscriptions to the Service.

3.6 **Technical Requirements.** You shall be responsible for achieving the following technical requirements to enable access and use of the Services:

Whitelist the following domains on firewalls:

- cloud.scorm.com
- portal.alicetraining.com
- mg.alicetraining.com (also whitelist on mail servers for noreply@mg.alicetraining.com)

Supported Browsers: IE 9+, Safari 5+, Chrome 10+, Firefox 4+

Browser Settings:

- Javascript must be enabled.
- Third-party cookies must be allowed.
- Popups must be allowed.
- Add portal.alicetraining.com and cloud.scorm.com as trusted sites.

3.7 **Other Responsibilities.** You shall be responsible, where applicable, for Registrants' compliance and their use of Services in accordance with the Agreement, these Terms and Conditions and applicable laws and government regulations. In so doing, You shall not: (i) sell, resell, rent or lease the Services; (ii) operate to modify or abridge the Services; (iii) tamper with or remove copyright notices and Marks; and, (iv) copy, modify, upload, download, transmit, publish or otherwise distribute any Service content, except as expressly permitted by the Agreement. You are solely responsible for acquiring and maintaining all equipment, software and communication services necessary to allow Your access to the Services.

4 **Ownership of Services, Programs and Use Marks**

4.1 **Ownership of Program.** You acknowledge that the Program, and know-how relating thereto, and the educational manuals, brochures, training programs, processes, and information contained or embodied therein (including all intellectual property related thereto) (collectively “ATI Intellectual Property”) constitute valuable, confidential and proprietary property rights of Ours. We are and shall remain the sole owner of the ATI Intellectual Property. You further acknowledge that Your use of the Program

under the Agreement shall not operate to modify or abridge such rights of Ours in the Program or create any rights of Yours in the Program.

- 4.2 **Ownership of Marks.** Nothing in the Agreement shall constitute a transfer, license, or assignment of any Marks or other intellectual property right of either party unless otherwise specifically granted.
- 4.3 **Proprietary Rights.** You acknowledge that We or Our licensors retain all copyright, trademark, trade secret, patent and other proprietary and intellectual property rights to the Services, and any or all modifications to the Services, related documentation and marketing materials regardless of (i) whether such intellectual property notices appear on the materials or (ii) whether such intellectual property notices have been filed with governmental agencies. Nothing in the Agreement will directly or indirectly be construed to assign or grant You any right of ownership, title or interest in the Services, or any intellectual property rights relating thereto.
- 4.4 **Non-Disclosure.** You agree not to disclose to anyone Our trade secrets and that You will not use any of the information available within the Services to compete against Us or reverse engineer Our product offerings. No competitors or future competitors are permitted access to Our Services or information, and any such access by third parties is unauthorized. You agree that You will not copy, record, publish, compile, reproduce, republish, use or resell for any competing commercial purpose any information on our Services. In addition, You agree to pay all reasonable attorney's fees and costs incurred by Us in enforcing these provisions.
- 4.5 **Copyright Act.** To the best of Our knowledge, all material published by Us and other media properties, are done in full agreement with the original copyright owners (be that ATI or another third party). If You come across a situation where You suspect that this may not be the case, in accordance with the Digital Millennium Copyright Act (DMCA), We ask that You contact:
Alice Training Institute, LLC.
ATTN: General Counsel
2508 Medina Road
Medina, OH 44256
- 4.6 **Suggestions for Improvement:** We shall have a royalty-free, worldwide, irrevocable, non-exclusive, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You and the Registrants, relating to the operation or content of the Services.

5 Licensing of Services, Programs and Use Marks

- 5.1 **License Grant.** Subject to these Terms and Conditions, We will provide You with a non-exclusive, non-transferable license to access and use the Services as upgraded from time to time. You may use the Services only for purposes of performing Your internal training operations. You may not use the Services as part of a commercial time-sharing or service-bureau operation or in any other resale capacity. Except for the foregoing license, no other rights in the Services are granted to You hereunder. The Services are and will remain Our sole and exclusive property and that of Our licensors, if any, whether the Services are separate or integrated with any other products, services or deliverables.
- 5.2 **License to ALICE Marks.** During the Term, We hereby grant to You and Your Affiliates a limited, non-transferable, non-exclusive, non-assignable license to use and display Marks (e.g., the ALICE trademark, service marks, and logo). In the event that We reasonably object to the manner in which You use Our Marks, hereof, We shall notify You in writing and You shall cease using such Marks in the manner found objectionable.

You agree not to use any Marks on stationery, business cards or signs with Your logo or within internet domain names or company names. Use of these references could incorrectly imply more than a safety certification relationship between the parties.

Upon termination of the Agreement, all material that refers to a Certification Mark shall be immediately removed from distribution and further use of any Marks shall be discontinued.

If some building locations within Your organization are entitled to bear the Certification Mark but others are not, You must make it clear which locations are certified by Us and which are not. You agree not to use the Certification Mark in general advertising or promotional material to suggest that non-certified locations have in fact been certified.

6 Limitation of Warranties and Liability

- 6.1 **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT AS EXPRESSLY PROVIDED HEREIN,

YOU AGREE THAT THE ALICE SYSTEM IS PROVIDED ON AN "AS IS" BASIS. WE DO NOT REPRESENT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. WE EXPRESSLY DISCLAIM ANY AND ALL LIABILITY FOR ANY CLAIM FOR INJURIES OR DAMAGES RELATED TO THE USE OF THE SERVICES, EXCEPT FOR DAMAGE ARISING OUT OF THE SERVICES' INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, THE VIOLATION OF APPLICABLE DATA PRIVACY OR DATA SECURITY LAWS, AND INJURIES OR DAMAGES ARISING OUT OF OUR GROSS NEGLIGENCE.

- 6.2 **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES, ADDITIONAL EMPLOYEE HOURS, LOSS OF ANTICIPATED SAVINGS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, COVER OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.
- 7 **Organization Certification.** We agree to issue an ALICE certificate that demonstrates You are an authorized licensee including any certification level that may be associated with the Services during the Term. This certification (the "Certification") shall include: (i) Your name, (ii) an ALICE Certified Mark including safety level, (iii) a Certification number, and (iv) issue and expiration dates. You agree that We may publish this organizational certificate on the Alice certification directory. Additionally, You agree that We may issue a press release identifying the same, subject to Your prior approval, which will not be unreasonably withheld or delayed.
- 8 **Registrant (Individual) Certification**
- 8.1 **Individual Certificate.** Each Registrant who completes a training Service shall be awarded a certificate (the "Individual Certificate") that bears the Marks for that Service. Individual Certificate shall include: (i) Registrant's name; (ii) ALICE Certified Mark including any designated safety level; (iii) Certification number; and (iii) issue and expiration dates.
- 8.2 **Printed Certificates.** At the sole expense of the Registrant, ATI shall make available, for a nominal fee, a printed certificate for any valid Individual Certificate. Certificates will be printed and mailed via US Postal Services.
- 9 **Fees, Payment and Taxes**
- 9.1 **Fees and Payment.** You agree to pay all Fees and other charges in accordance with the Agreement. If You do not pay Fees or other charges when they are due, then such amounts owing may accrue late interest at the maximum rate permitted by law from the date such payment was due until the date paid. Payment shall be made by check or wire transfer, unless the parties otherwise agree. Annual Fees are charged per annum. As an example, if the Term spans three years, You will be charged the annual Fee three times.
- 9.2 **Additional Registrants.** If, during the Term, You require additional Registrants, beyond what is specified in the Agreement, You will be charged a pro-rata fee for each additional Registrant, which Fee shall be agreed upon by the parties, in writing.
- 9.3 **Taxes.** Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction, but excluding taxes based on Our net income (collectively, "Taxes"). You are responsible for paying all Taxes associated with the Agreement and agree to indemnify and hold Us harmless from any liability for such charges, penalties or interest in connection therewith.
- 10 **Term and Termination**
- 10.1 **Term.** The Term is given on the first page of the Agreement. If the Term spans several years, then each year of the Agreement is termed a "Contract Year". The parties may agree to extend the Term upon written agreement. The number of Registrants specified on the Agreement pertains to each year of the Contract Year.
- 10.2 **Termination for Cause.** Either party may terminate the Agreement if (i) the other party breaches any material term or condition and fails to cure within thirty (30) days' written notice, or (ii) the other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, liquidation or receivership. If a breach on our part remains uncured after the thirty (30) day period, then You may terminate the applicable Agreement immediately. In such case, We will promptly refund the remaining Fees for which Services have yet to be rendered, as of the termination.
- 10.3 **Overdue Charges.** In the event of Your non- payment, We may accelerate and declare all Fees due, under the Agreement, immediately payable without notice or demand. All accelerated payments due under the Agreement shall be discounted to their

net present value at a discount rate of 5% per annum from the day of default. If you fail to pay Fees when due, then You shall also be liable for all Fees due during the Term and any additional reasonable expenses (including but not limited to reasonable attorney's fees and accrued interest) that We incur in collecting such delinquent fees.

- 10.4 **Suspension.** In the event of non-payment, We reserve the right to restrict access to the Services. You agree that such restrictions do not modify the Fees due under the Agreement.
- 11 **Use of Data.** Data provided by You while using the Services will only be used by Us as reasonably required for providing Services as contemplated hereunder and in accordance with Our Privacy Policy (<http://www.alicetraining.com/about-us/privacy-policy/>) or any privacy policy subdomain. Unless We have Your permission, We will not disclose or share personally identifiable information collected with any third party (except as required by law or pursuant to a governmental request.) We may retain offline copies of Your data on backup media for archival purposes following expiration or termination of the Agreement, according to Our record retention policies, provided that such data shall continue to be protected as confidential. We shall comply with all applicable laws regarding the privacy and security of personal information.
- 12 **Indemnification.** Each party agrees to indemnify, defend and hold the other (and each of its Affiliates, and all of their respective present and former officers, members, directors, employees, representatives and agents, and the successors, heirs and assigns of any of these) harmless from and against any and all losses, liabilities, claims, reasonable costs, damages and reasonable expenses related to any third-party claim arising directly out of a breach of the other party's obligations and representations and warranties set forth herein.
- 13 **Additional Development Services.** Nothing herein shall prevent, restrict, or limit in any manner: (i) Our continuing to develop the Service(s) in an effort to increase the value of the Service(s) (e.g., by adding new and or updated content, functionality); or (ii) Our developing additional Services. We will supply You access to any enhancements and modifications to the Services for which We do not charge a separate fee. The parties acknowledge that We may introduce new Services from time to time which will require a separate agreement and a separate fee if You desire to utilize any such new Service.
- 14 **Beta Services.** From time to time, We may invite You to try Beta Services at no charge. Beta Services will be clearly designated as beta, pilot, evaluation or similar description. Beta Services are for evaluation purposes and are not considered "Services" under the Agreement, are not supported, and may be subject to additional terms. We will have no liability for any harm or damage arising out of or in connection with a Beta Service, unless caused by Our gross negligence.
- 15 **Entire Agreement.** This Agreement supersedes any prior agreement or understanding between the parties whether oral or written regarding the subject matter hereof. Any additional or conflicting terms contained in Your purchase order, proposal or other document shall be deemed to be rejected by Us without need of further notice of objection, even if such document is acknowledged or accepted by Us, and regardless of any statement to the contrary which may be contained therein, and shall be of no effect or in any way binding upon Us. The provisions of the Agreement shall be deemed severable, and the unenforceability of any one or more provisions shall not affect the enforceability of any other provisions.
- 16 **Notice.** Any notice pursuant to the Agreement shall be in writing and shall be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when delivered if delivered personally or sent by express courier service; (iii) one business day after transmission if sent by a confirmed facsimile; or (iv) one business day after transmission via email, provided that the receiving party acknowledges receipt by return email, and that the email clearly states in the subject line that it is intended to give notice under the Agreement.
- 17 **Assignment.** Except for assignment to an Affiliate, or in the case of a merger, acquisition or sale of all or substantially all assets of a party, neither party may assign or otherwise transfer any right or obligation set forth in the Agreement without the other party's prior written consent, not to be unreasonably withheld or delayed. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
- 18 **Surviving Provisions.** The sections titled "Fees & Payment," "Term and Termination," "Disclaimer of Warranties", "Limitations of Liability," "Indemnification," "Ownership of Services," and "Laws & Disputes," and "Entire Agreement" shall survive any termination or expiration of the Agreement.
- 19 **Electronic Signature.** The Agreement may be executed and delivered by facsimile, PDF or by other means of electronic signature and such facsimile. PDF's or other electronic signatures will be deemed to be valid and original.
- 20 **Miscellaneous.** This Agreement will be construed in accordance with the laws of the State of Ohio (excluding its choice-of-law rules). The local or federal courts located in Medina, Ohio will have exclusive jurisdiction over any proceeding relating to the Agreement. The parties waive their right to a jury trial. No waiver of any breach of any term or condition of the Agreement shall constitute a waiver of any subsequent breach. If any term shall be held by a court of competent jurisdiction to be unenforceable,

such term shall be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement shall remain in full force and effect. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.