# **Saucon Valley School District**

# Regular Meeting of the Board of Education October 24, 2023 – 7 pm High School Audion

\* \* \* \* \* \* \* \* \* \* \* \* \*

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

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

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

# Agenda

6:15 pm - Personnel, SVEA

- I. Call to the Order Susan Baxter, President, presiding
- II. Pledge of Allegiance
- III. Recording of Attendance Judith Riegel, Secretary
- IV. Motion to Approve Agenda
- V. Announcement of Executive Session Personnel, SVEA
- VI. Approval of Minutes October 10, 2023
- VII. Recognition None
- VIII. Presentation None
- IX. Superintendent's Report Jaime Vlasaty, Superintendent
- X. Courtesy of the Floor to Visitors Agenda Items Only Visitors should state their name and address.
- **XI.** Presentation of Bills David Bonenberger
  - A. General Expenditures \$366,833.48

- B. Cafeteria Expenditures \$3,152.00
- C. <u>Health Benefits \$220,666.51</u>
- D. Capital Projects None

#### **Recommendations for Approval**

#### **Presentation of Bills**

1. Approve the above presentation of bills.

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

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

- A. <u>Cash Investment and Bond Activity</u>
- B. Condensed Board Summary Report
- C. Capital Project Finance Report None
- D. Budget Transfers None
- E. Middle School Activity Report None
- F. High School Activity Report None

## **Recommendations for Approval**

#### **Treasurer's Report**

1. Approve the above Treasurer's Report

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

#### XIII. AGENDA ITEMS

#### A. Education

#### **Items/Projects for Discussion**

A. None

#### **Recommendations for Approval**

#### Second and Final Reading Policies - 701.2 \*

1. Approve the second and final reading of the following policy:

Policy 701.2 - District Facilities Advertising

#### First Reading Policies – 105 and 106

2. Approve the first reading of the following policies:

Policy 105 – Curriculum Development

Policy 106 - Guide for Planned Instruction

#### B. Personnel

#### **Items/Projects for Discussion**

A. None

## **Recommendations for Approval**

#### **Full Time Floating Custodian**

 Approve Jeffrey Bean as a Full-Time Floating Custodian with salary and benefits per the SV Educational Support Professionals Contract, effective upon completion of employment paperwork.

## **Long Term Substitute**

2. Approve Kali Steingall as an elementary long-term substitute for the remainder of the 2023-2024 school year. The base salary is \$57,182 (B, Step 1), prorated.

## **ACE Program Position**

3. Approve the following additional people for the ACE Program:

Erin Ruyak for an Academic Discovery position (in addition to Tamara Humphries, Gail Isbell, and Elizabeth Ravier, who were previously approved for the program), prorated per number of days, the total stipend will be \$5,250.00

Andy Koch for a Scholar Athlete Support Monitor position (in addition to Michelle Geipel, David Houck, Natisha Jones, Cathy Leibensperger, Keith Riefenstahl, and Greg Trexler) who were previously approved for the program), prorated per number of days, the total stipend will be \$3,750.00.

#### Stipend

4. Approve a stipend of \$2,000 for David Houck for additional duties.

#### **Co-Curricular Positions**

5. Approve the following co-curricular positions for the 2023-2024 school year:

Megan Bath – Freshman Advisor – Volunteer
Joanna Suriel - Big Panther/Little Panther Advisor- Volunteer
Megan Bath - Big Panther/Little Panther Advisor- Volunteer
Samantha Faulkner - Big Panther/Little Panther Advisor- Volunteer
Kaitlyn Dennington - Big Panther/Little Panther Advisor- Volunteer

#### **Mentors**

6. Approve the following mentors for the 2023-2024 school year. Salary is per the current professional agreement, which may be prorated if not a full year of mentorship.

MentorInducteeDana RussoSydney DerrKaitlyn DennigtonDavid Michaylira

#### 2023-24 Winter Athletic Coaches

7. Approve the following 2022-23 winter athletic coaches:

#### **Boys Basketball**

Brett Snyder – Varsity Head Coach Anthony Brinkley – JV/Var Assistant Coach Alex Parker – JV/Var Assistant Coach Mark Quinn – JV/Var Assistant Coach Andrew Brett – Jr. High Head Coach Cody Velez – Jr. High Assist. Coach Mike Snyder – MS Head Coach Gunnar Pattison – MS Assistant Coach Chris Casciotti - JV/Var Statistician John Snead – Volunteer

#### Wrestling

Chad Shirk – Varsity Head Coach Donald Rohn – Varsity Assist. Coach Andrew Koch – Jr. High Head Coach Bryan Israel – Jr. High Assist. Coach Cathy Leibensperger – Statistician Ben Chunko – Volunteer Jason Grim – Volunteer

#### **Swimming**

Sean Fenoff - Varsity Head Coach

# **Rescinding of Educational Sabbatical**

8. Approve the rescinding of an Educational Sabbatical for Kasandra Diehl, 2023-2024, second semester.

#### **Unpaid FMLA Medical Leave**

 Approve an unpaid FMLA medical leave for Suzanne Becker, middle school paraprofessional, from September 15, 2023, to approximately December 7, 2023.

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

#### C. Facilities

## **Items/Projects for Discussion**

A. Facilities Committee Summary – October 11, 2023

#### **Recommendations for Approval**

No Recommendations

#### Recommendation: No recommendations.

#### D. Finance

#### **Items/Projects for Discussion**

A. Finance Committee Summary – October 18, 2023

## **Recommendations for Approval**

#### 3M Products\*

1. Approve the <u>purchase and installation of 3M film</u> on classroom windows at a cost of \$94,025.00.

#### Campus Chiller Repair\*

2. Approve the <u>repair of the campus chiller by Trane</u> for \$14,372.00.

## Elementary School Musical Production (grades 3-5) – Willy Wonka, Jr

3. Approve the attached <u>contract with MTI Productions</u> for a license, rental, and royalty fees for the production of Willy Wonka, Jr.

## **Elementary School Musical Production (grades K-2) – Frozen Kids**

4. Approve the attached <u>contract with MTI Productions</u> for a license, rental, and royalty fees for the production of Frozen Kids.

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

- E. Community Updates
  - Hellertown/Lower Saucon Chamber of Commerce John Conte
  - Saucon Valley Foundation for Educational Innovation Tracy Magnotta
- F. Northampton Community College Susan Baxter (Meetings are on the first Thursday of every month.)
- G. Bethlehem Area Vo-Tech School Cedric Dettmar and Bryan Eichfeld (Meetings are on the first Tuesday of every month.)
- H. Colonial Intermediate Unit Dr. Shamim Pakzad (Meetings are on the fourth Wednesday of every month.)
- I. New Business -
- J. Old Business -
- K. Citizens' Inquiries and Comments Visitors should state their name and address.
- L. Announcements

Future Meetings ~ November 14, 2023

December 5, 2023 – Reorganization & Business Meeting

# M. Motion to Adjourn Meeting

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

October 10, 2023 Page 4615

The Business Meeting of the Board of Directors of the Saucon Valley School District was held on Tuesday, October 10, 2023, in the High School Audion. Present were Directors Susan Baxter, John Conte, Bryan Eichfeld, Dr. Laurel Erickson-Parsons, Michael Karabin, Tracy Magnotta-online, Dr. Shamim Pakzad, and Shawn Welch. Director Cedric Dettmar was absent. Also present were Judith Riegel, Board Secretary, Mark Fitzgerald, District Solicitor, and Jaime Vlasaty, Superintendent.

- I. Call to the Order 7:01 pm Susan Baxter, President, presiding
- II. Pledge of Allegiance
- III. Recording of Attendance Judith Riegel, Secretary 8-present, 1-absent (Dettmar)
- **IV. Motion to Approve Agenda –** Director Welch, seconded by Director Conte, moved to approve the agenda. Vote: 8-yes, 0-no, 1-absent (Dettmar)
- V. Announcement of Executive Session SVEA, Personnel
- VI. Approval of Minutes Director Eichfeld, seconded by Director Conte, moved to approve the minutes of September 26, 2023. Vote: 8-yes, 0-no, 1-absent (Dettmar)
- VII. Recognition None
- VIII. Presentation Dr. David A. Ruth Northampton Community College
  - **IX.** Superintendent's Report *Jaime Vlasaty, Superintendent* Superintendent Vlasaty reported on ParentSquare, Fall Festival, ACE Program, and our contract with LVHN.
  - X. Courtesy of the Floor to Visitors Agenda Items Only None
  - XI. Presentation of Bills David Bonenberger
    - A. General Expenditures \$1,385,022.82
    - B. Cafeteria Expenditures \$27,266.37
    - C. Health Benefits None
    - D. Capital Projects None
      - Approve the above Presentation of Bills.

Director Karabin, seconded by Director Welch, moved to approve the Presentation of the Bills. Vote: 8-yes, 0-no, 1-absent (Dettmar)

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

Page 4616 October 10, 2023

#### XIII. AGENDA ITEMS

#### A. Education

A. <u>Academic & Personnel Meeting Summary – October 4, 2023</u>

No Recommendations

#### B. Personnel

1. Approve the following individuals for ACE program positions, prorated per number of days:

Academic Discovery – (Total Stipend \$5,250.00)

Tamara Humphries

Gail Isbell

Elizabeth Ravier

Scholar Athlete Monitoring – (Total Stipend \$3,750.00)

Michelle Geipel Cathy Leibensperger
David Houck Keith Riefenstahl
Natisha Jones Greg Trexler

Director Karabin, seconded by Director Erickson-Parsons, moved to approve Personnel Item #1. Vote: 8-yes, 0-no, 1-absent (Dettmar)

- 2. Approve Eric Cooper as the middle shift campus head custodian. His salary will be adjusted to \$30.11, which includes a .85/hour head custodian stipend.
- 3. Approve Jivan Faillone as a Full-Time Floating Custodian with salary and benefits per the SV Educational Support Professionals Contract, effective October 11, 2023.
- 4. Approve Sydney Derr and David Michaylira as Special Education long-term substitutes for the remainder of the 2023-2024 school year. The base salary is \$57,182 (B, Step 1), prorated, effective October 16, 2023
- 5. Approve the following pay rates for support staff substitutes:

Custodial Substitute - \$18.00/hour Food Service Substitute - \$15.00/hour Paraprofessional Substitute - \$18.00/hour Secretarial/Clerical Substitute - \$18.00/hour Staff Nurse Substitute - \$27.85/hour October 10, 2023 Page 4617

6. Approve Abra Veres as a Substitute Custodian at \$18.00 per hour, no benefits, effective upon completion of employment paperwork.

- 7. Approve Kendra Schessler as the K-2 Theater Director.
- 8. Approve the following co-curricular positions for the 2023-2024 school year:

Deb Kimball – Environmental Club - \$600 Robert Svitilla – MS Robotics - \$2,200

Director Welch, seconded by Director Erickson-Parsons, moved to approve Personnel Items # 2 – 8. Vote: 8-yes, 0-no, 1-absent (Dettmar)

- 9. Approve the retirement of Cindy Kichline, Food Service, effective October 1, 2023.
- 10. Approve the resignation of Amber Sams as the advisor to the HS iTeam and Environmental Clubs.
- 11. Approve the resignation of Steven Williams, full-time Bus Driver, effective October 9, 2023.

Director Karabin, seconded by Director Conte, moved to approve Personnel Items # 9 -11. Vote: 8-yes, 0-no, 1-absent (Dettmar)

#### C. Facilities

A. Update on Facilities Projects – James Deegan

No Recommendations

#### D. Finance

1. Approve the attached <u>MOU with Community Services for Children</u> for the 2023-2024 school year.

Director Karabin, seconded by Director Conte, moved to approve Finance Item #1. Vote: 8-yes, 0-no, 1-absent (Dettmar)

## E. Community Updates

- Hellertown/Lower Saucon Chamber of Commerce John Conte
- Saucon Valley Foundation for Educational Innovation Tracy Magnotta
- F. Northampton Community College Susan Baxter
- G. Bethlehem Area Vo-Tech School Cedric Dettmar and Bryan Eichfeld
- H. Colonial Intermediate Unit Dr. Shamim Pakzad

Page 4618 October 10, 2023

- J. Old Business None
- K. Citizens' Inquiries and Comments -

R. Mules – Thanked Superintendent Vlasaty, Mr. Deegan & the Board. He also commented on a teacher in the Middle School.

L. Announcements

Future Meetings ~ October 24, 2023 November 14, 2023

M. Motion to Adjourn Meeting

Director Welch, seconded by Director Conte moved to adjourn.	
Vote: 8-yes, 0-no, 1-absent (Dettmar)	Time: 8:47 pm

ATTEST		
	Secretary	President

Bank Account: PGCK - PLGIT GENERAL CHECKING Payment Dates: 10/11/2023 - 06/30/2024 Payment Numbers: 0000001098 - 0000001148

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

Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000001098	10/18/2023	STEM LAWN CARE	Lawn Maintenance		16,750.00
0000001099	10/20/2023	AFLAC	DED: AFLA - Full Payroll Pay Date: 10/5/2023	DED: AFLA - Full Payroll Pay Date: 10/19/2023	0.00
0000001100	10/20/2023	KEYSTONE COLLECTIONS GROUP	DED: GARN - Full Payroll Pay Date: 10/19/2023		0.00
0000001101	10/20/2023	VERIZON WIRELESS	TELEPHONE	COMMUNICATION - ATHLETICS	0.00
0000001102	10/20/2023	AFLAC	DED: AFLA - Full Payroll Pay Date: 10/19/2023	DED: AFLA - Full Payroll Pay Date: 10/5/2023	66.54
0000001103	10/20/2023	KEYSTONE COLLECTIONS GROUP	DED: GARN - Full Payroll Pay Date: 10/19/2023		115.14
0000001104	10/20/2023	VERIZON WIRELESS	TELEPHONE	COMMUNICATION - ATHLETICS	2,281.09
0000001105	10/25/2023	ANGELA GLOSAN	SENIOR CITIZENS TAX REBATE		500.00
0000001106	10/25/2023	BUDDOCK CHARLES J.	SENIOR CITIZENS TAX REBATE		250.00
0000001107	10/25/2023	CHARLES DURBIN	SENIOR CITIZENS TAX REBATE		250.00
0000001108	10/25/2023	DUDASH LYNDA	SENIOR CITIZENS TAX REBATE		500.00
0000001109	10/25/2023	GITTINGS MARY	SENIOR CITIZENS TAX REBATE		500.00
0000001110	10/25/2023	GONSALVES ANN MARIE	SENIOR CITIZENS TAX REBATE		494.09
0000001111	10/25/2023	SZY KATHLEEN A.	SENIOR CITIZENS TAX REBATE		250.00
0000001112	10/25/2023	THATCHER RUTH	SENIOR CITIZENS TAX REBATE		500.00
0000001113	10/25/2023	THOMPSON FRANCES	SENIOR CITIZENS TAX REBATE		250.00
0000001114	10/25/2023	Achievement House Cyber Charter School	SPEC ED TUITION CHARTER SCHOOL	. TUITION - CHARTER SCHOOLS	7,701.22
0000001115	10/25/2023	AHOLD FINANCIAL SERVICES	Blanket PO for Giant		305.55
0000001116	10/25/2023	AMERICAN ASSOCIATION OF TEACHERS OF FRENCH	7/19/2023 - GR7 AATF: Membership		55.00
0000001117	10/25/2023	BEHAVIORIAL HEALTH ASSOCIATES	SUMMER SCHL - PROF ED SRV OTHER ED - HS		242.00

<sup>\* -</sup> Non-Negotiable Disbursement

<sup>+ -</sup> Procurement Card Non-Negotiable

<sup># -</sup> Payable within Payment

P - Prenote

D - Direct Deposit

Bank Account: PGCK - PLGIT GENERAL CHECKING Payment Dates: 10/11/2023 - 06/30/2024 Payment Numbers: 0000001098 - 0000001148

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

Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	<b>Description Of Purchase</b>	Description Of Purchase	Amount
0000001118	10/25/2023	BUCKS COUNTY INTERMEDIATE	PROFESSIONAL EDU SVC IU K-4		2,633.77
0000001119	10/25/2023	CHRIN HAULING INC	Trash and Recycling		4,700.00
0000001120	10/25/2023	CINTAS CORPORATION-#101	Uniform Laundering		67.48
0000001121	10/25/2023	DECKER EQUIPMENT/SCHOOL FIX	SUPPLIES - PLANT OPERATIONS		25.95
0000001122	10/25/2023	EASTERN PA FOOTBALL CONFERENC	ATHLETICS DUES FOOTBALL VAR		100.00
0000001123	10/25/2023	EASTON GIRLS VOLLEYBALL	ATHLETIC DUES VOLLEYBALL G VAR		200.00
0000001124	10/25/2023	EDMENTUM INC.	Edmentum- Math- ELA- Library Program License		2,343.00
0000001125	10/25/2023	GENERAL HEALTHCARE RESOURCES LLC	SPEC ED - OTHER PROF SERVICE		838.39
0000001126	10/25/2023	HOGAN LEARNING ACADEMY, LLC	SPEC ED NON-PUBLIC TUITION		9,660.00
0000001127	10/25/2023	HOME DEPOT CREDIT SERVICES	Blanket PO for Home Depot		1,468.69
0000001128	10/25/2023	HYDRA-NUMATIC SALES CO.	Repair/Maintenance Equipment		1,212.81
0000001129	10/25/2023	INDUSTRIAL APPRAISAL CO.	PURCHASED PRO&TECH SVCS		635.00
0000001130	10/25/2023	LEHIGH VALLEY DUAL LANGUAGE CHARTER SCHOOL	SPEC ED TUITION CHARTER SCHOOL		9,748.90
0000001131	10/25/2023	LINDE GAS & EQUIPMENT INC.	Supplies		107.30
0000001132	10/25/2023	LISA MICHELLE BASARA	TUITION NON PUB - COMP ED 9-12		3,400.00
0000001133	10/25/2023	LOGAN KIRIPOSKI INC.	Rental		1,000.00
0000001134	10/25/2023	MATH COUNTS FOUNDATION	10/17/2023 - Math Counts Registration		360.00
0000001135	10/25/2023	MC GRAW HILL SCHOOL EDUCATION HOLDINGS LLC	Various materials for Gr 3 SIP		398.01
0000001136	10/25/2023	Nessy Learning Center	Educational Software for Reading		110.00
0000001137	10/25/2023	PEDIATRIC THERAPEUTIC SERVICES INC.	PROF SVCS		13,110.47

<sup>\* -</sup> Non-Negotiable Disbursement

<sup>+ -</sup> Procurement Card Non-Negotiable

Bank Account: PGCK - PLGIT GENERAL CHECKING Payment Dates: 10/11/2023 - 06/30/2024 Payment Numbers: 0000001098 - 0000001148

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

Sort: Payment Number

			•		
Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000001138	10/25/2023	Pennsylvania FIRST Robotics	Penn FTC Qualifying Tournament Registration		300.00
0000001139	10/25/2023	RESPONDUS	Respondus Renewal		2,995.00
0000001140	10/25/2023	Saucon True Value	Supplies		332.05
000001141	10/25/2023	SAUCON VALLEY SPORTING GOODS	OTHER LIABILITIES		637.00
000001142	10/25/2023	SCANTRON CORP.	Scantron Sheets for Testing		890.82
000001143	10/25/2023	SCHOLASTIC INC.	Books for ELD		131.78
0000001144	10/25/2023	SCHOLASTIC MAGAZINES	Scholastic Let's Find Out Magazine	8/18/2023 - French Scholastic Magazines	1,182.30
000001145	10/25/2023	THE PENNSYLVANIA CYBER CHARTER SCHOOL	SPEC ED TUITION CHARTER SCHOOL	. TUITION - CHARTER SCHOOLS	0.00
000001146	10/25/2023	VISTA HIGHER LEARNING	Books for ELD		1,251.41
000001147	10/25/2023	WEX HEALTH INC	PURCHASED PRO&TECH SVCS		756.75
0000001148	10/25/2023	WILSON LANGUAGE TRAINING CORP.	Fundations curriculum		288.36
				10 - GENERAL FUND	91,895.87
				Grand Total All Funds	91,895.87
			Gi	rand Total Credit Cards	0.00
				d Total Direct Deposits	0.00
				d Total Manual Checks	(137,170.08)
		_	Grand Total Other Disburs	<del>-</del>	0.00
		Gran	d Total Procurement Card Other Disburs	<del>-</del>	0.00
				d Total Regular Checks	229,065.95
			Gr	and Total All Payments	91,895.87

\* - Non-Negotiable Disbursement

Bank Account: GF - FULTON BANK Payment Dates: 10/12/2023 - 06/30/2024

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

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount	
D000000769	10/16/2023	BTC ENTERPRISES DBA FUN AFFAIRS	OTHER LIABILITIES		4,295.00	D
D000000770	10/25/2023	ABA SUPPORT SERVICES LLC	SPEC ED - OTHER PROF SERVICE		23,153.74	D
D000000771	10/25/2023	Amanda Hicks	TRAVEL GUIDANCE K-4		23.84	D
D000000772	10/25/2023	AMAZON CAPITAL SERVICES	Supplies for 1st grade	10/3/2023 - FCS Supplies	2,002.64	D
D000000773	10/25/2023	AMY NANSTEEL	SPEC ED - OTHR PROF SVC - HS - COMP ED		360.00	D
D000000774	10/25/2023	ARTS ACADEMY CHARTER SCHOOL	TUITION - CHARTER SCHOOLS		16,759.62	D
D000000775	10/25/2023	ARTS ACADEMY ELEMENTARY CHARTER SCHOOL	SPEC ED TUITION CHARTER SCHOOL		9,463.09	D
D000000776	10/25/2023	B & B ELECTRICAL CONTRACTORS INC.	REPAIRS & MAINTENANCE		9,961.80	D
D000000777	10/25/2023	CAPSTONE ACADEMY	TUITION NON PUB - COMP ED 9-12		9,242.28	D
D000000778	10/25/2023	CAROLYN LOVERDI	TUITION REIMB REGULAR 5-8		1,548.00	D
D000000779	10/25/2023	CHAD SHIRK	ATHLETICS DUES WRESTLING B VAR		31.00	D
D000000780	10/25/2023	CIRCLE OF SEASONS CHARTER SCHOOL	TUITION - CHARTER SCHOOLS		4,177.46	D
D000000781	10/25/2023	COLONIAL INTERMEDIATE UNIT #20	SPECIAL ED IU CONTRACTED SVCS		70,040.87	D
D000000782	10/25/2023	DEBORAH KIMBALL	Deb Kimball reimbursement for Material for Joann's		38.44	D
D000000783	10/25/2023	DOCUMENT SYSTEMS, LTD	SUPPLIES - BUSINESS OFFICE		400.00	D
D000000784	10/25/2023	DONOVAN GROUP II	OTHER PROF SERV - SUP OFC		1,875.00	D
D000000785	10/25/2023	EAS WATER COFFEE PAPER	SUPPLIES - TRANSPORTATION	MAINT SUPPLIES - HS	426.23	D
D000000786	10/25/2023	EVERDRIVEN TECHNOLOGIES LLC	Transportation Cont Carriers		1,397.50	D
D000000787	10/25/2023	EXECUTIVE EDUCATION ACADEMY CHARTER SCHOOL	TUITION - CHARTER SCHOOLS		7,024.65	D

<sup>\* -</sup> Non-Negotiable Disbursement

<sup>+ -</sup> Procurement Card Non-Negotiable

<sup># -</sup> Payable within Payment

D - Direct Deposit P - Prenote

C - Credit Card

Bank Account: GF - FULTON BANK Payment Dates: 10/12/2023 - 06/30/2024

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

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount	
D000000788	10/25/2023	GLENN R. BROWN	SALARY	MILEAGE	197.93	D
D000000789	10/25/2023	HAND STEPHANIE	TUITION REIMB REGULAR K-4		1,677.00	D
D000000790	10/25/2023	IXL LEARNING, INC	4 subject license		599.00	D
D000000791	10/25/2023	LEWIS DANIELLE	TUITION REIMB REGULAR K-4		1,677.00	D
D000000792	10/25/2023	Meier Supply Co Inc.	SUPPLIES - PLANT OPERATIONS		516.22	D
D000000793	10/25/2023	MELMARK	SPEC ED - OTHR PROF SVC - HS - COMP ED		41,946.00	D
D000000794	10/25/2023	NORTHEAST JANITORIAL SUPPLY	Supplies		195.21	D
D000000795	10/25/2023	OVERDRIVE INC.	LIBRARY LICENSE & FEES 5-8		720.00	D
D000000796	10/25/2023	PARTS TOWN, LLC	Supplies		258.25	D
D000000797	10/25/2023	PENNSYLVANIA LEADERSHIP CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	SPEC ED TUITION CHARTER SCHOOL	17,543.26	D
D000000798	10/25/2023	POWERSCHOOL GROUP LLC	TECH LIBRARY ED SOFT LIC		1,786.37	D
D000000799	10/25/2023	REACH CYBER CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	SPEC ED TUITION CHARTER SCHOOL	30,968.43	D
D000000800	10/25/2023	ROBERT FREY	SUPPLIES REGULAR 9-12		97.98	D
D000000801	10/25/2023	THE STEPPING STONES GROUP LLC	PROF ED SRV - RTL - MS		4,723.13	D
D000000802	10/25/2023	TREBRON COMPANY INC.	Securly Renewal		9,674.00	D
D000000803	10/25/2023	TuWay Communications	SUPPLIES - BUSINESS OFFICE		136.67	D

Bank Account: GF - FULTON BANK Payment Dates: 10/12/2023 - 06/30/2024

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

Grand Total All Funds	274,937.61
Grand Total Credit Cards	0.00
Grand Total Direct Deposits	274,937.61
Grand Total Manual Checks	0.00
<b>Grand Total Other Disbursement Non-negotiables</b>	0.00
Grand Total Procurement Card Other Disbursement Non-negotiables	0.00
Grand Total Regular Checks	0.00
Grand Total All Payments	274,937.61

10 - GENERAL FUND

274,937.61

Bank Account: CP - CAFE - PLGIT Payment Dates: 10/12/2023 - 06/30/2024

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
0000003726	10/25/2023	DPSG OF EASTERN PA (LV)	NON-REIMB FOOD COSTS		937.50
0000003727	10/25/2023	HERSHEY'S CREAMERY COMPANY	NON-REIMB FOOD COSTS		937.76
0000003728	10/25/2023	PENN JERSEY PAPER CO. LLC	SUPPLIES		966.69
0000003729	10/25/2023	ROCKLAND BAKERY INC.	FOOD		310.05
				50 - CAFETERIA	3,152.00
				Grand Total All Funds	3,152.00
				<b>Grand Total Credit Cards</b>	0.00
				<b>Grand Total Direct Deposits</b>	0.00
				<b>Grand Total Manual Checks</b>	0.00
			Grand Total Other	Disbursement Non-negotiables	0.00
		Gran	d Total Procurement Card Other	Disbursement Non-negotiables	0.00
				Grand Total Regular Checks	3,152.00
				<b>Grand Total All Payments</b>	3,152.00

Bank Account: PH - PLGIT HEALTH BENEFIT Payment Dates: 09/23/2023 - 10/20/2023

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

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
* 00W3798888	09/26/2023	DELTA DENTAL	ADMIN FEES		1,171.14
* 00W3798889	09/26/2023	DELTA DENTAL	WEEKLY CLAIMS		2,086.00
* 00W3802376	09/29/2023	CAPITAL BLUE CROSS	WEEKLY CLAIMS		51,001.41
* 00W3804098	10/03/2023	DELTA DENTAL	WEEKLY CLAIMS		4,356.70
* 00W3807341	10/06/2023	CAPITAL BLUE CROSS	WEEKLY CLAIMS		32,931.92
* 00W3808521	10/11/2023	DELTA DENTAL	WEEKLY CLAIMS		3,633.60
* 00W3811838	10/13/2023	CAPITAL BLUE CROSS	WEEKLY CLAIMS		46,747.41
* 00W3813724	10/18/2023	DELTA DENTAL	WEEKLY CLAIMS		2,366.90
* 00W3813802	10/18/2023	SYMETRA LIFE INSURANCE COMPANY	DED: SYM-HOSPINDM - OCT PAYS	DED: SYM-ACCDT - OCT PAYS	1,626.67
* 00W3815807	10/20/2023	CAPITAL BLUE CROSS	WEEKLY CLAIMS		55,902.39
* 00W3815808	10/20/2023	EQUITABLE FINANCIAL LIFE INSURANCE CO. OF AMERICA	LIFE & ADD		5,438.18
* 00W3815811	10/20/2023	RESOLUTE UNDERWRITING STRATEGIES	NOV PREMIUM		12,186.05
* 00W3815938	10/20/2023	VISION BENEFITS OF AMERICA	SEPT CLAIMS		1,218.14

Bank Account: PH - PLGIT HEALTH BENEFIT Payment Dates: 09/23/2023 - 10/20/2023

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

Grand Total All Funds	220,666.51
Grand Total Credit Cards	0.00
Grand Total Direct Deposits	0.00
Grand Total Manual Checks	0.00
<b>Grand Total Other Disbursement Non-negotiables</b>	220,666.51
Grand Total Procurement Card Other Disbursement Non-negotiables	0.00
Grand Total Regular Checks	0.00
Grand Total All Payments	220,666.51

10 - GENERAL FUND

220,666.51



## From 09/01/2023 To 09/30/2023

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	22,065,669.00	1,817,559.49	2,623,864.08	176,546.89	19,265,258.03	12.69
			Total	22,065,669.00	1,817,559.49	2,623,864.08	176,546.89	19,265,258.03	12.69
	1200								
		1225	SPEECH	427,681.00	39,021.28	55,602.24	0.00	372,078.76	13.00
		1231	EMOTIONAL SUPPORT	376,502.00	30,291.96	41,751.02	0.00	334,750.98	11.09
		1241	LEARNING SUPPORT	7,610,681.00	601,989.99	1,213,750.29	2,137.33	6,394,793.38	15.98
		1243	GIFTED SUPPORT	277,909.00	21,534.55	28,382.87	0.00	249,526.13	10,21
		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	8,816,773.00	692,837.78	1,339,486.42	2,137.33	7,475,149.25	15.22
	1300		VOCATIONAL EDUCATION						
		1390	VOCATIONAL EDUCATION	1,015,792.00	80,193.00	267,310.00	0.00	748,482.00	26,32
			Total	1,015,792.00	80,193.00	267,310.00	0.00	748,482.00	26.32
	1400		OTHER INSTR. PROGRAMS						
		1410	DRIVERS' EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00
		1420	SUMMER SCHOOL	22,664.00	637.03	13,186.19	0.00	9,477.81	58.18
		1430	HOMEBOUND INSTRUCTION	13,457.00	0.00	191.23	0.00	13,265.77	1.42
		1441	ADJ / COURT PLACED PROG	0.00	0.00	0.00	0.00	0.00	0.00
		1442	ALTERNATIVE EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00
		1450	INSTRUCTIONAL PROGRAMS OUTSIDE ESTD SCHOOL DAY	0.00	0.00	0.00	0.00	0,00	0.00
		1480	TITLE I	0.00	0,00	0.00	0.00	0.00	0.00



#### From 09/01/2023 To 09/30/2023

Account		Descript	tion	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	36,121.00	637.03	13,377.42	0.00	22,743.58	37.04
	1500		NONPUBLIC SCHOOL PGMS						
		1500	NONPUBLIC SCHOOL PGMS	0.00	(41.76)	(41.76)	0.00	41.76	0.00
			Total	0.00	(41.76)	(41.76)	0.00	41.76	0.00
	1600								
		1693 SPSHP	COMMUNITY COLLEGE	291,232.00	58,214.50	116,429.00	0.00	174,803.00	39,98
		STORE	Total	291,232.00	58,214.50	116,429.00	0.00	174,803.00	39.98
2000									
	2100	;	SUPPORT SERVICES PUPIL						
		2120	GUIDANCE SERVICES	1,138,991.00	85,960.41	155,765.20	0.00	983,225.80	13.68
		2130	ATTENDANCE SERVICES	6,100.00	214.30	214.30	0.00	5,885.70	3.51
		2140	PSYCHOLOGICAL SERVICES	327,381.00	26,817,45	40,977.98	1,156.62	285,246.40	12.87
		2150	SPEECH PATH/AUDIOLOGY	0.00	0.00	0.00	0.00	0.00	0.00
			Total	1,472,472.00	112,992.16	196,957.48	1,156.62	1,274,357.90	13.45
	2200		SUPPORT SERVICES-INSTRU						
		2200	SUPPORT SERVICES-INSTRU	0.00	0.00	0.00	0.00	0.00	0.00
		2220	TECH SUPPORT SERVICES	843,605.00	50,820.87	162,836.92	2,853.01	677,915.07	19.64
		2230	EDU TELEVISION SERVICES	4,500.00	0.00	0.00	0.00	4,500.00	0.00
		2250	SCHOOL LIBRARY SERVICES	643,157.00	57,345.13	87,171.21	11,066.85	544,918.94	15.27
		2260	INSTRUCTION & CURR DEV	301,197.00	22,494.34	65,377.08	266.47	235,553.45	21.79
		2271	INSTRUC STAFF DEVEL SVC	324,433.00	0.00	42,853.04	4,895.00	276,684.96	14.72
		2272	NON CERTIFIED PROF DEV	0.00	0.00	0.00	0.00	0.00	0.00
		2280	NONPUBLIC SUPPORT SVC	0.00	0,00	0.00	0.00	0.00	0.00



From 09/01/2023 To 09/30/2023

Account		Description		Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
		2290	OTHER INSTRUC STAFF SVC	221,311.00	17,432.79	25,232.51	0,00	196,078.49	11,40
			Total	2,338,203.00	148,093.13	383,470.76	19,081.33	1,935,650.91	17.22
	2300	SUF	PPORT SERVICES-ADMIN						
		2310	BOARD SERVICES	62,785.00	3,119.63	32,825.52	0.00	29,959.48	52.28
		2320	BOARD TREASURER SERVICE	250.00	0.00	250.00	0.00	0.00	100.00
		2330	TAX ASSESS & COLLECTION	162,500.00	12,578.54	60,291.55	0.00	102,208.45	37.10
		2340	STAFF RELATIONS/NEGO	0.00	0.00	0.00	0,00	0.00	0.00
		2350	LEGAL SERVICES	150,000.00	8,800.00	26,690.00	0.00	123,310.00	17.79
		2360	OFFICE SUPERINTENDENT	489,246.00	52,527.98	126,966.66	0.00	362,279.34	25.95
		2380	OFFICE OF PRINCIPAL SVC	1,610,620.00	124,989.23	345,324.81	2,263.07	1,263,032.12	21.58
			Total	2,475,401.00	202,015.38	592,348.54	2,263.07	1,880,789.39	24.02
	2400	SUP	P 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	489,838.00	43,249.80	63,038.20	0.00	426,799.80	12.87
			Total	490,438.00	43,249.80	63,038.20	0.00	427,399.80	12.85
	2500	SUF	PP SERVICES-BUSINESS						
		2511	SUPP SERVICES-BUSINESS	903,474.00	63,720.31	215,558.58	0.00	687,915.42	23.86
			Total	903,474.00	63,720.31	215,558.58	0.00	687,915.42	23.86
	2600								
		2660	SECURITY SERVICES	179,000.00	13,370.57	16,492.81	0.00	162,507.19	9.21
		2690	OPER OF BLDG SERVICES	5,200,179.00	314,396.47	1,155,731.97	283,842.97	3,760,604.06	27.68
			Total	5,379,179.00	327,767.04	1,172,224.78	283,842.97	3,923,111.25	27.07



From 09/01/2023 To 09/30/2023

ount	Des	scription	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
	2790	STUDENT TRANSP SERVICES	2,999,555.00	192,106,65	532,861.50	62,279.29	2,404,414.21	19.84
		Total	2,999,555.00	192,106.65	532,861.50	62,279.29	2,404,414.21	19.84
2800		SUPPORT SVCS-CENTRAL						
	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	0.0
	2832	RECRUITMENT & PLACEMENT	0.00	0.00	0.00	0,00	0.00	0.0
	2834	STAFF DEV - NON-CERT	2,000.00	0.00	299.00	0.00	1,701.00	14.9
	2836	STAFF DEVELOPMENT SVCS	1,100.00	90.00	315.00	0.00	785.00	28.6
		Total	3,100.00	90.00	614.00	0.00	2,486.00	19.8
2900		OTHER SUPPORT SERVICES						
	2910	OTHER SUPPORT SERVICES	24,354.00	0.00	0.00	0.00	24,354.00	0.0
		Total	24,354.00	0.00	0.00	0.00	24,354.00	0.0
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	0.0
		Total	0.00	0.00	0.00	0.00	0.00	0.0
3100		FOOD SERVICES						
	3100	FOOD SERVICES	0.00	0.00	0,00	0.00	0.00	0.0
		Total	0.00	0.00	0.00	0.00	0.00	0.0
3200		STUDENT ACTIVITIES						
	3200	STUDENT ACTIVITIES	240,495.00	4,394.88	12,825.84	3,939.21	223,729.95	6.9
	3250	SCHOOL ATHLETICS	1,100,673.00	25,778.65	102,914.20	16,046.54	981,712.26	10.8
		Total	1,341,168.00	30,173.53	115,740.04	19,985.75	1,205,442.21	10.1
3300		COMMUNITY SERVICES						
	3300	COMMUNITY SERVICES	12,181.00	(3,676,85)	(2,757.64)	0.00	14,938.64	(22,64
100 100 00 4.01				LEV SCHOOL DIST	·D.C.T			Page 4 of 1



From 09/01/2023 To 09/30/2023

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

Account			Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
			Total	12,181.00	(3,676.85)	(2,757.64)	0.00	14,938.64	(22.64)
4000			FACILITIES ACQUISTION						
	4600		EXISTING BLDG IMPROVE						
		4600	EXISTING BLDG IMPROVE	7,461,129.00	1,200,158.73	1,200,158.73	6,260,970.16	0.11	100.00
			Total	7,461,129.00	1,200,158.73	1,200,158.73	6,260,970.16	0.11	100.00
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	1,930,052.00	0.00	1,886,144.48	0.00	43,907.52	97.73
		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	33,974.24	0,00	99,177.76	25.52
			Total	2,063,204.00	11,316.04	1,920,118.72	0.00	143,085.28	93.06
	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	000	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	<b>BUDGETARY RESERVE</b>	0.00	0.00	0.00	0.00	0.00	0.00
			Total	0.00	0.00	0.00	0.00	0.00	0.00
6000			REVENUE LOCAL SOURCES						
			DEVENUE LOCAL COURCES						

6000 REVENUE LOCAL SOURCES

(UNADTUSTED)

# **Condensed Board Summary Report**

#### From 09/01/2023 To 09/30/2023

Account			Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
		6001	FUND BALANCE	(7,663,739.00)	0.00	0.00	0.00	(7,663,739.00)	0.00
			Total	(7,663,739.00)	0.00	0.00	0.00	(7,663,739.00)	0.00
	6100		TAXES LEVIED						
		6111	REAL ESTATE TAXES	(32,487,172.00)	(11,413,590.49)	(15,600,835.79)	0.00	(16,886,336.21)	48.02
		6112	INTERIM REAL ESTATE TAX	(220,156.00)	(5,881.51)	(9,530.65)	0.00	(210,625.35)	4.33
		6113	PUBLIC UTILITY REALTY	(35,000.00)	0.00	0.00	0.00	(35,000.00)	0.00
		6120	PER CAPITA TAX	0,00	0.00	0.00	0.00	0.00	0.00
		6141	ACT 511 PC FLAT	0.00	0.00	0.00	0.00	0.00	0.00
		6143	EMER MUNIC SVC TAX	(26,000.00)	(800.48)	(8,777.63)	0.00	(17,222,37)	33.76
		6151	EARNED INCOME TAX	(4,100,000.00)	(381,155.25)	(998,773.63)	0.00	(3,101,226.37)	24.36
		6153	REALTY TRANSFER TAX	(500,000.00)	(52,667.21)	(183,316.82)	0.00	(316,683.18)	36.66
			Total	(37,368,328.00)	(11,854,094.94)	(16,801,234.52)	0.00	(20,567,093.48)	44.96
	6400		DELINQUENCY TAXES						
		6411	DELINQUENT RE TAX	(880,000.00)	(133,642.31)	(378,214.43)	0.00	(501,785.57)	42.98
		6420	DELINQUENT PC SECT 679	0.00	(38.50)	(127.10)	0.00	127,10	0.00
		6441	DELINQUENT PC 511	0.00	(38.50)	(124.50)	0.00	124.50	0.00
			Total	(00.000,088)	(133,719.31)	(378,466.03)	0.00	(501,533.97)	43.01
	6500		EARNINGS ON INVESTMENTS						
		6510	INTEREST ON INVESTMENTS	(600,000.00)	(92,069.72)	(241,923.07)	0.00	(358,076.93)	40.32
		6530	GAIN/LOSS ON INVESTMTS	0.00	0.00	0.00	0.00	0.00	0.00
			Total	(600,000.00)	(92,069.72)	(241,923.07)	0.00	(358,076.93)	40.32
	6700							0.8%	
		6710	ADMISSIONS	(71,300.00)	(8,616.64)	(8,682.14)	0.00	(62,617.86)	12.18
		6740	FEES	0.00	0.00	0.00	0.00	0.00	0.00



From 09/01/2023 To 09/30/2023

Account		Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
	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	33.00	0,00	(15,033.00)	(0.22)
		Total	(86,300.00)	(8,616.64)	(8,649.14)	0.00	(77,650.86)	10.02
6800								
	6821	STATE REV REC OTHER PA	0.00	0,00	0.00	0.00	0.00	0.00
	6831	FUNDS OTHER PAISCH 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)	0.00	0.00	0.00	(3,500.00)	0.00
	6920	CONTRIBUTION & DONATION	0.00	0.00	0.00	0.00	0.00	0.00
	6941	REGULAR SCH TUITION	0.00	(350.00)	(1,050.00)	0.00	1,050.00	0.00
	6942	SUMMER SCHOOL TUITION	(4,000.00)	0.00	0.00	0.00	(4,000.00)	0.00
	6944	Tultion other LEA's	(4,000.00)	0.00	0.00	0.00	(4,000.00)	0.00
	6980	COMMUNITY ACTIVITY REV	(5,000.00)	0.00	0.00	0.00	(5,000.00)	0.00
	6990	MISCELLANEOUS REVENUE	0.00	(1,680.00)	(1,680.00)	0.00	1,680.00	0.00
	6991	REFUND OF P/Y EXPEND	0.00	0.00	0.00	0.00	0.00	0.00
	6992	ENERGY EFF REV & INCENT	0.00	0.00	0.00	0.00	0.00	0.00
	6999	Miscellaneous	(30,000.00)	(197.64)	(6,677.23)	0.00	(23,322.77)	22.26
		Total	(46,500.00)	(2,227.64)	(9,407.23)	0.00	(37,092.77)	20.23



#### From 09/01/2023 To 09/30/2023

Account	3	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
710	00	BASIC INS.OPR.SUBSIDIES						
	7110	BASIC EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00
	7111	BASIC EDUCATION SUBSIDY	(4,365,246.00)	0.00	(632,819.00)	0,.00	(3,732,427,00)	14.50
	7112	SOCIAL SECURITY SUBSIDY	(836,084.00)	0.00	0.00	0,00	(836,084.00)	0.00
	7140	CHARTER SCHOOLS	0,00	0.00	0.00	0.00	0.00	0.00
	7160	Tuition for 1305 & 1306	0.00	0.00	0.00	0.00	0.00	0.00
		Total	(5,201,330.00)	0.00	(632,819.00)	0.00	(4,568,511.00)	12.17
720	00	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	(1,130,678.00)	(158,695.00)	(317,390.00)	0.00	(813,288.00)	28.07
	7299	DIRECT PMT - PRRS & APS	0.00	0.00	0-00	0.00	0.00	0.00
		Total	(1,130,678.00)	(158,695.00)	(317,390.00)	0.00	(813,288.00)	28.07
730	00	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	(26,822.13)	0.00	(258,177.87)	9.41
	7312	NP TRANSPORTATION	(115,000.00)	0.00	0.00	0.00	(115,000.00)	0.00
	7320	RENT & SINK FUND PYMT	0.00	0.00	0.00	0.00	0.00	0.00
	7330	MEDICAL/DENTAL SVCS	(42,000.00)	0.00	0.00	0.00	(42,000.00)	0.00
	7340	SUPPLEMENTAL REIMBURSE	(1,166,618.00)	0.00	(583,309.00)	0.00	(583,309.00)	50.00
	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



## From 09/01/2023 To 09/30/2023

ccount			Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
		7362	School Mental Health & Safety and Security Grant	0.00	0.00	0.00	0.00	0.00	0.00
			Total	(1,608,618.00)	0.00	(610,131.13)	0.00	(998,486.87)	37.93
	7500		ACCOUNTABILITY GRANT						
		7500	ACCOUNTABILITY GRANT	000	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
		7599	EXTRA GRANTS	0.00	0.00	0.00	0.00	0.00	0.00
			Total	(142,538.00)	0.00	0.00	0.00	(142,538.00)	0.00
	7800		REVENUE PA SHARE BEN.						
		7810	FICA - STATE	0.00	0.00	0.00	0.00	0.00	0.00
		7820	RETIREMENT - STATE	(3,719,126.00)	(1,079,133.84)	(1,079,133.84)	0.00	(2,639,992.16)	29.02
			Total	(3,719,126.00)	(1,079,133.84)	(1,079,133.84)	0.00	(2,639,992.16)	29.02
	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
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	000	0.00	0.00	0.00
		8514	Title I	(262,154.00)	(21,435.80)	(85,743.20)	0.00	(176,410.80)	32.71
		8515	TITLE II	(55,578.00)	(2,951.04)	(8,853.12)	0,00	(46,724.88)	15.93



#### From 09/01/2023 To 09/30/2023

Account		Description		Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
	851	6	TITLE III ESL	(6,420.00)	0.00	0,00	0.00	(6,420.00)	0.00
	851	7	DRUG FREE SCHOOLS	(14,686.00)	0.00	(2,622.28)	0.00	(12,063.72)	17.86
	851	8	TITLE V	0.00	0.00	0.00	0.00	0.00	0.00
	851	9	TITLE II/TITLE V GRANT	0.00	0.00	0.00	0.00	0.00	0.00
	857	0	TITLE II EESE GRANT	0.00	0.00	0.00	0.00	0.00	0.00
			Total	(338,838.00)	(24,386.84)	(97,218.60)	0.00	(241,619.40)	28.69
8	8600	ОТ	HER FED GRANTS-IN-AID						
	867	0	DRUG FREE SCHOOLS	0.00	0.00	0.00	0.00	0.00	0.00
	868	0	TITLE III	0.00	0.00	0.00	0.00	0.00	0.00
	869	0	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
8	3700								
	870	1	IDEA PART B - ARRA	0.00	0.00	0.00	0.00	0.00	0.00
	870	8	ARRA FISCAL STAB - BE	0.00	0.00	0.00	0.00	0.00	0.00
	870	9	Basic Ed - Ed Jobs	0.00	0.00	0.00	0.00	0.00	0.00
	874	1	CARE ACT - ESSER FUNDNG	0.00	0.00	0.00	0.00	0.00	0.00
	874	2	GOV EMER ED RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00
	874	3	ESSER II - CRRSA ACT	0.00	0.00	0,00	0.00	0.00	0.00
	874	4	ARP ESSER III	0.00	(35,472.29)	(212,833.74)	0.00	212,833.74	0.00
	874	7 FUND	EMERGENCY CONNECTIVITY	0.00	0.00	0,00	0,00	0.00	0.00
	874	9	CARES ACT - PCCD FUNDNG	0.00	0.00	0.00	0.00	0.00	0.00
	875	1 LOSS	ARP ESSER 7% LEARNING	0.00	(1,969.27)	(5,907.81)	0.00	5,907.81	0.00
	875	2 PROGRAM	ARP ESSER 7% SUMMER S	0.00	(393.85)	(1,181,55)	0.00	1,181,55	0.00

(WADTUSTED)

# **Condensed Board Summary Report**

#### From 09/01/2023 To 09/30/2023

Account	De	scription	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
	8753 AF	ARP ESSER 7% TERSCHOOL PROGRAMS	0.00	(393.86)	(1,181.58)	0.00	1,181.58	0.00
		Total	0.00	(38,229.27)	(221,104.68)	0.00	221,104.68	0.00
8800		ACCESS REIMBURSEMENTS						
	8810	MEDICAL ASSISTANCE	(265,000.00)	0.00	0.00	0.00	(265,000.00)	0.00
	8820	MED ASSIS - TRANS & AD	0.00	0.00	(3,089.76)	0.00	3,089.76	0.00
		Total	(265,000.00)	0.00	(3,089.76)	0.00	(261,910.24)	1.17
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	57,126,241.00	4,966,089.92	8,830,640.13	6,828,263.41	41,467,337.46	27.41
		Total Other Expenditure	2,163,204.00	11,316.04	1,920,118.72	0.00	243,085.28	88.76
		Total Revenue	(59,289,445.00)	0.00	(20,400,567.00)	0.00	(38,888,878.00)	34.41
		Total Other Revenue	-	(13,391,173.20)	0.00	0.00	0.00	0.00
			0.00	(8,413,767.24)	(9,649,808.15)	6,828,263.41	2,821,544.74	



#### From 09/01/2023 To 09/30/2023

Grand Totals All Funds		Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
	Total Expenditure	57,126,241.00	4,966,089.92	8,830,640.13 📈	6,828,263.41	41,467,337.46	27.41
	Total Other Expenditure	2,163,204.00	11,316.04	1,920,118.72 🕠	0.00	243,085.28	88.76
	Total Revenue	(59,289,445.00)	(13,391,173.20)	(20,400,567.00)	0.00	(38,888,878.00)	34.41
	Total Other Revenue	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	(8,413,767.24)	(9,649,808.15)	6,828,263.41	2,821,544.74	

#### Cash, Investment and Bond Activity September 30, 2023

#### CASH ACCOUNTS

		9/1/2023	E	Earnings/Deposits		Disbursements		Balance 9/30/23
PLGIT PLUS	\$	-	\$		\$		\$	-
PLGIT/ICLASS	\$	9,178,041.31	\$	10,040,341.66		2,000,000.00	\$	17,218,382.97
PLGIT General	\$	5,517,851.11	\$	13,243,616.43	\$	16,396,583.50	\$	2,364,884.04
PLGIT Salary	\$	13,369.93	\$	1,091,423.92	\$	1,082,934.75	\$	21,859.10
PLGIT Health Benefits	\$	17,819.17	\$	303,766.31	\$	303,766.31	\$	17,819.17
PLGIT Cateteria	\$	228,787.32	\$	9,195.35	\$	49,241.93	\$	188,740.74
Lafayette General	\$	634,793.58	\$	2,120,651.21	\$	813,831.25	\$	1,941,613.54
Lalayette Tax Collection	\$	-	\$	-	\$	•	\$	•
Lalayette Prepaid Tax	\$	-	\$	•	\$		\$	-
Lafayette Flexible Spending	\$	23,794.57	\$	11,642.86	\$	10,325.08	\$	25,112.35
Lafayette Caleteria	\$	32,475.70	\$	43,978.82	\$	25.00	\$	76,429.52
Total Cash Accounts	<u>s</u>	15.646.932.69	s	26.864.616.56	s	20,656,707,82	<u>s</u> _	21.854.841.43
	*Faccional Deposits includes transfer of \$40,450,000 to heliciate acceptate							

\*Earnings/Deposits includes transfers of \$13,156,833.09 between accounts
\*\*Disbursements includes transfers of \$13,156,833.09 between accounts

INVESTMENT ACCOUNTS								
	6	Balance 9/1/23	E	arnings/Deposits		Disbursements		Balance 9/30/23
Cateteria Certificate of Deposit (Closed Feb 06)	\$	•	\$	*	\$		\$	
PSDLAF	\$	8,281,778.40	\$	27_148.92	\$	•	\$	8,308,927.32
PLGIT / PLUS (61)	\$		\$		\$	-	\$	•
Total Investment Accounts	<u>s</u>	8.281.778.40	<u>s</u>	27.148.92	\$	*	<u>s</u>	8.306.927.32
	ı	Balance 9/1/23	E	arnings/Deposits		Disbursements		Balance 9/30/23
1998 Construction Fund (195-04)	\$	70	\$		\$	•	\$	-
G.O. Bonds, Series of 2017 (195-14)	\$		s		\$	-	\$	-
2003 Emmaus Bond, Const Fund (195-08)	\$	•	\$	-	\$	-	\$	
Land Purchase GOB Series 2005 (195-10)	\$	-	\$	-	s	*	\$	*
GESP Phase II GOB Series 2013A (195-12)	\$		\$	-	\$	-04	\$	
Total Bond Issue	<u>s_</u>		<u>s_</u>		\$	1/4	<u>s</u>	
		CAPITAL RE				District		Dalama emero
		Balance 9/1/23		arnings/Deposits		Disbursements		Balance 9/30/23
Capital Reserve Fund	\$	70.09	\$	0.30	\$	-	\$	70.39

#### Saucon Valley School District



Title – 701.2 District Facilities Advertising

Section – 700 – Property

Adopted -

Revised -

Content

## **Purpose**

The Board recognizes the sale of advertising in district-regulated facilities can serve as an important source of revenue enhancement. It is the objective of this policy to establish parameters for such advertising.

## **Authority**

Any and all advertising signs and/or the content thereof are subject to the approval of the district in accordance with law, Board policy, or administrative regulations.[1][2][3]

This policy is not for the purpose of creating a forum for communication; the spaces on district property devoted to advertising remain non-public forums in accordance with applicable law.

The district may reject advertising that is inconsistent with federal or state law, Board policy and/or regulations, or curriculum and any content that the district determines has a reasonable likelihood of interfering with the district's paramount responsibilities to maintain a safe and orderly school environment and to protect the rights of all members of the school community. In accordance with applicable law, the Board directs that the review and consideration of any advertising signs under this policy shall not discriminate on the basis of viewpoint. The district will only permit commercial advertising pursuant to this policy. For the purposes of this policy and regulations, **commercial advertising** is advertising that seeks to engage the public in commercial transactions for goods or services.

Advertising on district property shall not:

- 1. Violate or advocate for the violation of federal, state or local laws, Board policy, and/or district rules or regulations.
- 2. Be libelous, defamatory, obscene, lewd, vulgar or profane.

- 3. Advocate the use or advertise the availability of any substance or material that may reasonably be believed to constitute a direct and serious danger to the health or welfare of students, such as tobacco/nicotine, alcohol or illegal drugs.[4][5][6]
- 4. Incite violence, advocate the use of force or threaten serious harm to the school or community.
- 5. Be likely to materially or substantially interfere with the rights of any individual or the safe and orderly operation of the schools and their programs.
- 6. Interfere with or advocate interference with the rights of any individual or the safe and orderly operation of the schools and their programs.
- 7. Violate written district administrative regulations or procedures on time, place, and manner for advertising materials.
- 8. Advance any religious or political organization or any non-commercial issue or concern.
- 9. Promote, favor, or oppose a candidate for elected office or a ballot measure.
- 10. Invade the privacy of any person.
- 11. Infringe upon intellectual property rights.

#### Guidelines

Signs may be posted only at locations approved by the district. All signs must conform to specifications established by the school district, including, but not limited to, the material composition, size, and appearance.

Approved signs shall be authorized for specified durations. The district may limit the period of time during the year when advertising signs may be posted. If the signs are not removed in a timely manner by the advertiser, the district may remove the signs at the advertiser's cost, as set forth below.

The school district may limit the total number of signs that may be displayed at any one time or place so as to minimize distractions for facility users, for aesthetics, or for any other reason at the discretion of the school district. The advertiser shall be fully and exclusively responsible for all costs and expenses associated with the procurement, construction, maintenance, and removal of the sign(s). If applicable, any work performed by district personnel shall be paid by the advertiser at the hourly rate in force at the time of work. Any maintenance, repair, or removal of an approved sign shall be subject to the direction and supervision of the school district. All signs must be maintained in good condition and meeting the standards as determined by the school district. If any sign becomes damaged or requires repair for any reason, it will be the sole and exclusive responsibility of the advertiser to repair or remove it.

In the event the district becomes aware of a sign requiring repair or removal, the district will notify the responsible advertiser. The advertiser must repair or remove the sign within seventy-two (72) hours of notification. If the advertiser does not repair or remove the sign as required, the district may remove the sign and invoice the advertiser for all labor and material costs incurred.

The advertiser shall be responsible for ensuring that the advertising sign complies with applicable municipal codes and regulations and to obtain and pay for any applicable government fees and/or permits.

The advertiser shall indemnify and hold the school district harmless from any claims, including, but not limited to, those for bodily injury and intellectual property right infringement, arising out of the construction, maintenance and removal of the advertiser's sign on district property.

Advertising fees shall be subject to the approval of the Board. All proceeds from the sale of advertising shall be deposited into the general fund.

Advertisements permitted in district facilities do not represent the district's endorsement or approval of the matters presented in the advertisements, and an advertiser may be required to include a statement to that effect in the advertisement.

#### **Procedures**

All persons and organizations wishing to use facilities to advertise in accordance with this policy must submit a written application and be approved by the Superintendent or designee.

Any permit shall be subject to termination and revocation without cause at the complete discretion of the district without liability or a financial penalty of any kind.

## **Delegation of Responsibility**

The Superintendent and/or designee shall approve or deny all applications for advertising under this policy and shall establish additional administrative regulations and procedures related thereto, including but not limited to, fee schedules.

School Board approval shall be required for corporate sponsorships.

Legal

1. 24 P.S. 510

2. 24 P.S. 511

3. 24 P.S. 775

4. Pol. 222

5 Pol 227

6. Pol. 227.1

## Saucon Valley School District

Policy	
Title – 105 Curriculum Development	
Section – 100 Programs	
Adopted – October 24, 2005 Revised –	
Content	

## <u>Authority</u>

The Board is-shall be-responsible for the curriculum of the district's schools. The curriculum shall be designed to provide students the opportunity to achieve the academic standards established by the Board.

In order to provide a quality educational program for district students, the Board shall adopt a curriculum plan that includes the requirements for courses to be taught, subjects to be taught in the English language, courses adapted to the age, development, and needs of students; and a remediation plan for students not achieving proficiency.

#### Purpose

The Board recognizes its responsibility for the development, assessment, and improvement of the educational program of the schools. To this end, the curriculum shall be evaluated, adapted, and developed on a continuing basis and in accordance with a plan for curriculum improvement.

#### Definition

For purposes of this policy, **curriculum** shall be defined as a series of planned instruction that is coordinated, articulated, and implemented to result in achievement of specific knowledge and skills and application of such knowledge by all students.

### **Guidelines**

The district's curriculum shall provide the following:

- 1. Continuous learning through effective articulation among the schools of this district.
- 2. Continuous access for all students to sufficient programs and services of a library/media facility and classroom collection to support the educational program.
- 3. Guidance and counseling services for all students to assist in career and academic planning.
- 4. A continuum of educational programs and services for all students with disabilities, pursuant to law and regulation
- 5. Limited English Proficiency programs for students whose dominant language is not English, Language Instruction Educational program for English Learner students, pursuant to law and regulation.
- 6. Compensatory education programs for students, pursuant to law and regulation.
- 7. Equal educational opportunity for all students, pursuant to law and regulation.
- 8. Career awareness and vocational education, pursuant to law and regulation.
- 9. Educational opportunities for exceptionally gifted students.
- 10. Regular and continuous instruction in required safety procedures

### Delegation of Responsibility

As the educational leader of the district, the Superintendent or designee shall be responsible to the Board for the development of curriculum. S/He The Superintendent or designee shall establish procedures for curriculum development, which ensure the utilization of available resources, and effective participation of administrators, teaching staff members, students, community members and Board members.

A listing of all curriculum materials shall be made available for the information of parents/guardians, students, staff and Board members.

With prior Board approval, the Superintendent may conduct pilot programs as deemed necessary to the continuing improvement of the instructional program.

The Superintendent shall report periodically to the Board on the status of each pilot program, along with its objectives, evaluative criteria, and costs.

The Board encourages, where it is feasible and in the best interest of district students, participation in state-initiated pilot programs of educational research.

The Board directs the Superintendent to pursue actively state and federal aid in support of research activities.

### Legal References

Title 22

Sec 4.3

Sec 4.4

Sec 4.12

Sec 4.13

Sec 4.21

Sec 4.22

Sec 4.23

Sec 4.25

Sec.4.26

Sec 4.27

Sec 4.29

Sec 4.82

000 4.02

SC 1512

Pol. 102

Pol. 103

Pol. 106

Pol. 107

Pol. 109

Pol. 112

Pol. 113

Pol. 114

Pol. 115

Pol. 138

Pol. 805

### Saucon Valley School District

### Policy

Title – 106 Guides for Planned Instruction

Section – 100 Programs

Adopted – October 24, 2005

Revised -

Content

### Authority

Guides shall be prepared for all planned instruction adopted by the Board in order to direct and assist the professional staff toward the attainment of academic standards established for a course of study.

### Guidelines

Each guide may contain, as appropriate to that planned instruction:

- 1. Objectives of the instruction
- 2. Concepts and skills to be taught.
- 3. Suggested activities designed to achieve the objectives.
- 4. Suggested methods of instruction.
- 5. Assessment criteria and methods intended to evaluate the extent to which learning objectives have been achieved.
- 6. Reading list of supplemental titles for the guidance of teachers.

### **Delegation of Responsibility**

Each guide shall be construed as providing a basic framework for the planned instruction. Within this framework, Each teacher shall use the planned instruction guide in a selective manner best designed to meet the needs of students. As the core of the course they have been assigned to teach.

The Superintendent or designee shall be responsible for development and implementation of a plan for preparation of such guides and shall develop administrative regulations for such preparation which includes:

- 1. Participation by appropriate staff members and resource personnel.
- 2. Continuing research in instructional methods, materials, activities and assessment strategies.
- 3. Systematic review of all guides to ensure their continuing effectiveness in achieving established academic standards.

A system of administrative review shall be implemented to ensure that guides are being followed by teaching staff members to the degree of conformity required.

Copies of all current guides for planned instruction shall be kept on file in the office of the Superintendent.

### Legal References

Title 22

Sec 4.4

Sec 4.11

Sec 4.13

Pol. 107

SC 1511

SC1512

### Facility Committee - October 11, 2023

The Facility Committee of the Saucon Valley School Board met on October 11, 2023, in the District Office Conference Room at 5:00 p.m.

The following items were on the Facility Committee agenda:

• Update/Review: Current Project Updates

• Discussion/Action: Campus Chiller

• Discussion/Action: 3M Products

• Discussion/Action: Air Compressor

The Finance Committee recommended sending the Campus Chiller, 3M Products, and the Air Compressor to the Finance Committee for approval.

### Finance Committee Summary – October 18, 2023

The Finance Committee of the Saucon Valley School Board met on October 20, 2023, at 5:00 p.m. in the District Office Conference Room.

The following items were on the Finance Committee agenda:

- Discussion & Action: Campus Chiller Repair
- Discussion & Action: 3M Products
- Discussion & Action: Air Compressor

The Finance Committee recommended sending the following items to the Board for approval:

Campus Chiller Repair and 3M Products



4 Fred Street • Old Forge, PA 18518

Phone: (570) 451-1655 Fax: (570) 451-3944 Authorized Window Film Dealer Prestige Dealer Network www.suncontrolplus.com info@suncontrolplus.com

PA State Registration: PA043242

**Costar Approved** 

James P. Deegan Supervisor of Campus Operations 2085 Polk Valley Road Hellertown, Pa

c/o MS- ES E Wing

Sun Control Plus proposes to properly clean interior of glass before installation of 3M Ultra 800 security film

To 142 classroom door panels, 142 upper side panels and 142 lower side panels

	Ultra 800 security film		\$ 43,500.00	
	Adding IPA attachment system		\$ 39,950.00	
	To bond the glass to the framin and security film	g 	\$ 83,450.00	
PO required 1/3 deposit to orde	r material			
net 30 days labor and material				
Proposed by: Rose Bartoli		Date	1/5/23	
Proposal Acceptance: The above production do the work as specified. Payment w	ices, specifications and conditions are ill be made as outlined above.	satisfac	tory and are hereby accepted.	You are authorized to
Buyer Signature:		Date: _		
		_		

### This quotation is good for 30 days

**Please note:** I understand that 3M Window Films are designed to help reduce the major causes of fading, thus prolonging the life of your furnishings.



4 Fred Street • Old Forge, PA 18518

Phone: (570) 451-1655 Fax: (570) 451-3944 Authorized Window Film Dealer Prestige Dealer Network

www.suncontrolplus.com info@suncontrolplus.com PA State Registration: PA043242

James Deegan Saucon Valley School District 2085 Polk Valley Road Hellertown, Pa

Costar Approved

C/O High School

Sun Control Plus propose to properly clean interior of glass before installation of 3M Utra 800 security film

To 55 classroom doors with IPA attachment system to bond the glass to the security film and the framing.

3M Ultra 800 security film	\$ 4,675.00	
Adding IPA attachment system	\$ 5,900.00	
	\$ 10,575.00	
Po required 1/3 deposit to orde net 30 days labor and material	r material	
Proposed by: Rose Bartoli		Date 7/26/23
Proposal Acceptance: The above pr do the work as specified. Payment w	=	satisfactory and are hereby accepted. You are authorized to
Buver Signature:		Date:

### This quotation is good for 30 days

**Please note:** I understand that 3M Window Films are designed to help reduce the major causes of fading, thus prolonging the life of your furnishings.







Oct 02,2023

3606 Horizon Drive King of Prussia, PA, 19406 Phone: (610) 962-1650

SAUCON VALLEY SCHOOL DIST 2097 POLK VALLEY ROAD HELLERTOWN, PA, 18055

Project Name: Trane Chiller 2

Site Name: SAUCON VALLEY MIDDLE AND ELEMEN

We are pleased to offer you this proposal for performance of the following services for the Equipment listed. Services will be performed using Trane's Exclusive Service Procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious, and aligns expectation of work scope while providing efficient and productive delivery of services.

#### **Equipment List:**

Equipment	Model Number	Serial Number
Trane Chiller 2	Cvhe045	L98E03662

### Scope of Service:

Recover chiller charge and weigh out.

Replace eductor fittings, angle valve, service valve, and sensor well on bottom of evaporator.

Work along side welder to replace the three couplings on bottom of the evaporator.

Nitrogen leak check

Evacuate and recharge with recovered refrigerant.

Run and test chiller operation.

Any refrigerant shortage will be quoted seperatly.

Total Price:......\$14372.00

### **Clarifications**

- 1. Applicable taxes are not included and will be added to the invoice.
- 2. Any service not listed is not included.
- 3. Work will be performed during normal Trane business hours unless stated
- 4. Travel time is not included unless stated

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely, Nick Buglino Trane Service Technician nicholas.buglino@trane.com

This proposal is valid 30 days from Oct 02,2023. This agreement is subject to Customer's acceptance of the attached Trane USA Services Terms and Conditions.

#### **TERMS AND CONDITIONS - QUOTED SERVICE**

"Company" shall mean Trane U.S. Inc. for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

- 1. Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.
- 2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <a href="https://www.trane.com/TraneConnectedServicesTerms">https://www.trane.com/TraneConnectedServicesTerms</a>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
- 3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counteroffer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.
- **4. Cancellation by Customer Prior to Services; Refund.** If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.
- **5. Cancellation by Company.** This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.
- **6. Services Fees and Taxes.** Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.
- 7. Payment. Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.
- 8. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)
- 9. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.
- 10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.
- **11. Exclusions.** Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:
- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;

- (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminates or airborne biological agents; and
- (e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.
- 12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear, end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMIDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND. EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTÁMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY **ACKNOWLDGES AND AGREES THERETO**
- 13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.
- 14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK. 15. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.

- 16. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.
- 17. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability \$2,000,000 per occurrence

Automobile Liability \$2,000,000 CSL Workers Compensation Statutory Limits

- If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation
- 18. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.
- 19. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.
- 20. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

#### 21. U.S. Government Contracts.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and

(5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0821)

Supersedes 1-10.48 (0720)

print

## **Terms and Conditions**

# SAUCON VALLEY ELEMENTARY - ROALD DAHL'S WILLY WONKA JR.

## **Dramatic Performing Rights License**

1. Your authorized materials will consist of the following:

ACTOR'S BOOK	30
CHOREOGRAPHY VIDEOS DIGITAL	1
DIRECTOR'S GUIDE	1
DOWNLOADABLE RESOURCES AND MEDIA	1
GUIDE VOCAL AND PERF TRACKS DIGITAL	1
PIANO VOCAL SCORE	1

### 2. You agree that

- Ticket prices for any performance of the show shall not exceed \$10.00 per ticket and
- No performance shall take place for any audience exceeding 750 people unless such performances are free of any admission charge, donations or contributions. Any deviation from the foregoing restrictions requires the prior written permission of Music Theatre International.
- 3. This License grants one (1) cast the right to perform the Play as many times as you would like within the licensed dates listed on the front of this license. In any event it is a violation of this license and copyright laws to use ShowKit™ Materials in part or in whole past the license dates of this production.
- 4. All advertising, such as posters and program covers, must include the show logo as provided in the ShowKit. You will not make or sell merchandise bearing this logo, with the exception of t-shirts if purchased from MTI. You will inform the parents and students that they are also bound by this prohibition.
- 5. The student books are to be distributed to the performers and are theirs to keep. All performers in the show must be in 9th grade or younger, unless otherwise authorized in writing in advance by MTI.

- 6. The performance rights granted by this license apply only to the organization named on this license through special arrangement with Music Theatre International, exclusive licensing agent for live stage performances of this play.
- 7. You understand that this play is fully protected by Federal and International Copyright laws, and therefore:
- You will properly credit the Authors of the Play, credit Music Theatre International and reproduce the play logo and trademark on all posters and in all programs exactly as provided.
- You must perform this Play exactly as it has been provided to you in the materials, and you may not add or delete any music or lyrics (including adding songs or dialogue from the full version of the Play or any film version of the Play), alter any music or lyrics, change the sequence of songs or scenes, or make changes of any kind in the text of the Play, including deletions and changes to the period, characters and characterizations.
- You will not reproduce, post or electronically transmit on the Internet or social media, rent or sell any of the materials.
- Recording: This license does not grant you the right to (i) record and/or distribute an audio or audiovisual recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, tape, film, CD, DVD or digital versions; or (ii) televise, broadcast, stream, make available for download or otherwise post on the Internet or through any mobile device the Play or any portion of it. You agree to inform all parents, students and attendees of the above prohibitions against recording the show by means of both a program note and a pre-show announcement If you have purchased a Streaming or Video License (where available) for your production of the Play, you may permit limited recording in accordance with the terms of the Streaming or Video License.
- Restrictions on Use of Replica Elements: This Production Contract allows the public performance of the Play as represented in the ShowKit materials provided by MTI. The rights granted by MTI do not include the right to utilize any of the choreography, staging, direction, designs (including set, costume, video or projections), or other intellectual property from any prior productions of the Play or from any film version of the Play. The rights to all of those elements, in whole or in part, are owned by third parties and are not granted as part of this Performance License. Licensee may use production elements such as choreography, direction, designs and/or logos when (i) any such elements are specifically provided as part of the ShowKit materials, and thereby authorized for use by MTI, or (ii) where available, the Licensee purchases an MTI Production Resource thereby granting a license to use said element.

8. The use of makeup to alter a performer's race or ethnicity (e.g., blackface, etc.) is strictly prohibited under this license. Certain titles may have additional casting requirements set forth in a separate contract rider.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

Print

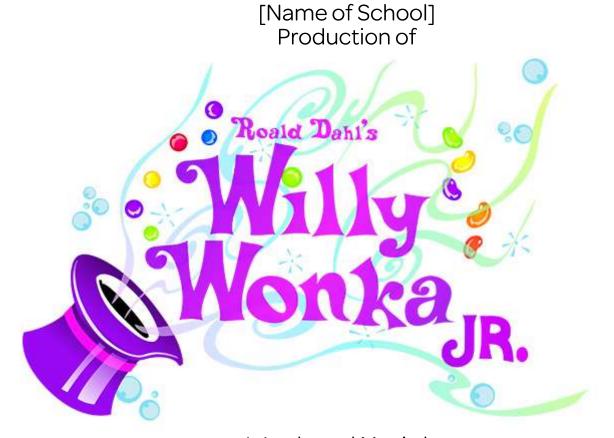
# **Customer Billing**

# SAUCON VALLEY ELEMENTARY - ROALD DAHL'S WILLY WONKA JR.

# Please read and print the following Show Billing information

In accordance with the Dramatic Performing Rights License, all advertising, such as posters and program covers, must include the show logo as provided in the ShowKit® Director's Guide and all of the following author billing.

It is a violation of your contract if you crop or edit this logo in any way.



Words and Music by **Leslie Bricusse** and **Anthony Newley** 

# Adapted for the Stage by Leslie Bricusse and Timothy A. McDonald

# Based on the book Charlie and the Chocolate Factory by Roald Dahl

The billing to you must be in the form specified above, including the words "Production of" below your billing, which shall be visually contiguous with the title, all so that the audience is informed that you are the producer. Your billing shall be no less than 50% of the size of the logo or artwork title, as measured by the proportion of the average size of their names to the largest letter in the logo or artwork title. The size of credits to the authors shall be no less than 20% of the artwork or logo title as measured by the proportion of the average size of your name to the largest letter in the logo or artwork title.

Print

### **MTI Credit**

# SAUCON VALLEY ELEMENTARY - ROALD DAHL'S WILLY WONKA JR.

## Please read and print the appropriate way to credit MTI.

### Program/Poster/Advertising Credits for MTI:

### MTI Billing

In accordance with the Dramatic Performing Rights License, all publicity materials (posters, programs, etc.) **MUST** include the following credit:

#### ROALD DAHL'S WILLY WONKA JR.

Is presented through special arrangement with Music Theatre International (MTI).

All authorized performance materials are also supplied by MTI.

423 West 55th Street, New York, NY 10019

Phone: 212-541-4684 Fax: 212-397-4684

www.MTIShows.com

### Videotaping Warning

This license does not grant you the right to (i) make, use and/or distribute any audio or audiovisual recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, tape, film, CD, DVD or digital versions; or (ii) to televise, broadcast, stream, make available for download or otherwise post online or in social media or through any mobile device the Play or any portion of it. You agree to inform all parents, students and attendees of the above prohibitions against recording the show by means of both a program note and a pre-show announcement. If you have purchased a Streaming or Video License (where available) for your production of the Play, you may permit limited recording in accordance with the terms of the Streaming or Video License.

In compliance with the above condition, you MUST include the following warning in your program:

The videotaping or other video or audio recording of this production is strictly prohibited.

<sup>\*\*</sup>except with Disney titles, where a limited video license is available for \$75.00

# **Summary**

# SAUCON VALLEY ELEMENTARY - ROALD DAHL'S WILLY WONKA JR.

### Production of ROALD DAHL'S WILLY WONKA JR.

**SPECIAL CONDITIONS:** 

When Licence for Performances from 10/12/2023 - 10/12/2024

First Performance Date

Last Performance Date 3/3/2024

Number of Performances 4

Where

Theatre Name SAUCON VALLEY ELEMENTARY SCHOOL

2085 POLK VALLEY RD

Theatre Address
HELLERTOWN, PA 18055

**Country** US

**Theatre Phone** 6108387001

Theatre Fax

**Theatre Website** WWW.SVSDTHEATRE.COM

**Audience** 

Seating Capacity 800

Expected or Average Seating Usage 200

**Tickets** 

 Price1
 \$5
 % of total
 100%

 Price2
 - % of total
 -

Price3 -- % of total -- Price4 -- % of total --

Price5 -- % of total --

\$5 AVG 100% TOTAL

Order	Produ	Production Materials				
Summary	ShowKit					
<u>Janimar y</u>	Royalty Fee				\$139.00	
	J	Material Fee				
	1	1 GUIDE VOCAL AND PERF TRACKS DIGITAL				
	1	1 DOWNLOADABLE RESOURCES AND MEDIA				
	1	<ol> <li>PIANO VOCAL SCORE</li> <li>DIRECTOR'S GUIDE</li> <li>ACTOR'S BOOK</li> <li>CHOREOGRAPHY VIDEOS DIGITAL</li> </ol>				
	1					
	30					
	1					
	Additi	Additional Material Theatrical Resources				
	Theat					
	Sales <sup>-</sup>	Sales Tax			\$0.00	
		Materials and Resources Sub Total		al	\$695.00	
S&H						
_	Produc	Production Materials Standard		Standard	\$45.00	
Summary	Additio	Additional Production Materials  Theatrical Resources  MATERIALS AND RESOURCES SUB TOTAL			\$0.00	
	Theatr				\$0.00	
					\$45.00	
Total	MATER	RIALS AND RESOURCE	S SUB TOTAL		\$695.00	
	SHIPPI	SHIPPING & HANDLING SUB TOTAL			\$45.00	
			GRAND	TOTAL	\$740.00	
Information		DA COLLEGEI ED	Dhana	C10 020 7001		
	Name KEND Address	RA SCHESSLER	Pnone Fax	<b>Phone</b> 610 838 7001 <b>Fax</b> 510 838 6661		
	Country		Email	kendralee3420	@yahoo.com	

Shipping Address

**Organization** SAUCON VALLEY ELEMENTARY

**Contact** ROBERT FREY

2097 POLK VALLEY RD

Shipping Address HELLERTOWN, NORTHAMPTON

PA 18055-2400

**Phone** 610 838 9331

Billing Address

**Organization** SAUCON VALLEY ELEMENTARY

**Contact** ACCOUNTS PAYABLE (RF)

2097 POLK VALLEY RD

Shipping Address HELLERTOWN, NORTHAMPTON

PA 18055-2400

**Phone** 610 838 9331

**Payment** 

Payment Method PO Only

Invoice Total \$740.00

PO Number Willy1256

print

## **Terms and Conditions**

### SAUCON VALLEY ELEMENTARY - DISNEY'S FROZEN KIDS

## **Dramatic Performing Rights License**

1. Your authorized materials will consist of the following:

CHOREOGRAPHY VIDEOS DIGITAL	1
DIGITAL SHOWKIT	1
DIRECTOR'S GUIDE	1
DOWNLOADABLE RESOURCES AND MEDIA	1
GUIDE VOCAL AND PERF TRACKS DIGITAL	1
PIANO VOCAL SCORE	1
STREAMING LICENSE US & CANADA ONLY	1
STUDENT BOOK	30

### 2. You agree that

- Ticket prices for any performance of the show shall not exceed \$10.00 per ticket and
- No performance shall take place for any audience exceeding 750 people unless such performances are free of any admission charge, donations or contributions. Any deviation from the foregoing restrictions requires the prior written permission of Music Theatre International.
- 3. This License grants one (1) cast the right to perform the Play as many times as you would like within the licensed dates listed on the front of this license. In any event it is a violation of this license and copyright laws to use ShowKit™ Materials in part or in whole past the license dates of this production.
- 4. All advertising, such as posters and program covers, must include the show logo as provided in the ShowKit. You will not make or sell merchandise bearing this logo, with the exception of t-shirts if purchased from MTI. You will inform the parents and students that they are also bound by this prohibition.
- 5. The student books are to be distributed to the performers and are theirs to keep. All performers in the show must be in 9th grade or younger, unless otherwise authorized in writing in advance by MTI.

- 6. The performance rights granted by this license apply only to the organization named on this license through special arrangement with Music Theatre International, exclusive licensing agent for live stage performances of this play.
- 7. You understand that this play is fully protected by Federal and International Copyright laws, and therefore:
- You will properly credit the Authors of the Play, credit Music Theatre International and reproduce the play logo and trademark on all posters and in all programs exactly as provided.
- You must perform this Play exactly as it has been provided to you in the materials, and you may not add or delete any music or lyrics (including adding songs or dialogue from the full version of the Play or any film version of the Play), alter any music or lyrics, change the sequence of songs or scenes, or make changes of any kind in the text of the Play, including deletions and changes to the period, characters and characterizations.
- You will not reproduce, post or electronically transmit on the Internet or social media, rent or sell any of the materials.
- Recording: This license does not grant you the right to (i) record and/or distribute an audio or audiovisual recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, tape, film, CD, DVD or digital versions; or (ii) televise, broadcast, stream, make available for download or otherwise post on the Internet or through any mobile device the Play or any portion of it. You agree to inform all parents, students and attendees of the above prohibitions against recording the show by means of both a program note and a pre-show announcement If you have purchased a Streaming or Video License (where available) for your production of the Play, you may permit limited recording in accordance with the terms of the Streaming or Video License.
- Restrictions on Use of Replica Elements: This Production Contract allows the public performance of the Play as represented in the ShowKit materials provided by MTI. The rights granted by MTI do not include the right to utilize any of the choreography, staging, direction, designs (including set, costume, video or projections), or other intellectual property from any prior productions of the Play or from any film version of the Play. The rights to all of those elements, in whole or in part, are owned by third parties and are not granted as part of this Performance License. Licensee may use production elements such as choreography, direction, designs and/or logos when (i) any such elements are specifically provided as part of the ShowKit materials, and thereby authorized for use by MTI, or (ii) where available, the Licensee purchases an MTI Production Resource thereby granting a license to use

said element.

8. The use of makeup to alter a performer's race or ethnicity (e.g., blackface, etc.) is strictly prohibited under this license. Certain titles may have additional casting requirements set forth in a separate contract rider.

# PLEASE KEEP THIS PAGE FOR YOUR RECORDS Rider for DISNEY'S FROZEN KIDS

### Specific Licensing Guidelines and Provisions

- 1. DISNEY PUBLIC IMAGE AND REPUTATION. You acknowledge that Disney is extremely sensitive about maintaining the wholesome Disney public image and preserving and enhancing the Disney reputation for consistently offering family entertainment of the highest caliber. You agree that neither you, nor your employees and representatives, shall take any action which could poorly reflect upon such Disney public image or reputation and you shall at all times manage the production and presentation of the Play in a manner consistent with such Disney public image and reputation. All staff will be made aware of Disney's standards and will conduct themselves in a manner in accordance with these standards and with the expectations of a family audience. In addition to the foregoing, you agree not to list any of your sponsors in connection with any advertising or promotion of the Play if such sponsors do business in any of the following categories: alcohol, tobacco, firearms and feminine hygiene products. Any violation of the foregoing provisions shall entitle us to immediately terminate this Agreement and to injunctive relief to prohibit any further use of the Play.
- 2. **TRADEMARKS**. You shall acquire no right under this Agreement to use, and shall not use, the name "Disney" (either alone or in conjunction with or as part of any other word or name) or any fanciful characters, designs, logos or trademarks of The Walt Disney Company or any of its related, affiliated or subsidiary companies:
  - 2.1 in any of your advertising, publicity or promotions other than as part of the title page for programs of your production of the Play, all as provided in paragraph 1 of this Rider and to factually describe Disney's role in your production, namely, that Disney is a licensor only of its stage play and not Disney owned production elements, and is not a producer of your show.
  - 2.2 to express or imply any endorsement by Disney of your production of the Play or any other of

your activities; or:

2.3 in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited).

Violation of one or more of these Guidelines and Provisions constitutes a material breach of contract and may result in the immediate revocation of your performance license. Please read the Guidelines and Provisions carefully.

### DISNEY LIMITED STREAMING AND REMOTE PERFORMANCE LICENSE

The following shall constitute a rider to the associated Production Contract and is deemed incorporated by reference into such contract.

Licensee has requested the right to record its AMATEUR production of the Play to make it available for viewing remotely on a secure streaming platform, and MTI has agreed, insofar as it is concerned, to permit such recording and streaming, strictly on the terms and conditions set forth in this Limited Streaming License and the associated Production Contract.

Accordingly, the Licensee agrees as follows:

### A. Grant of Rights and Streaming Options

1. Grant of Capture and Streaming Rights. Notwithstanding any prohibition against video recording in the associated Production Contract for the Play, this Streaming License grants Licensee permission to (i) capture its live stage production of the Play, and make such capture available to remote audience members who have purchased tickets to view the stream ("Stream Viewers") on a private, secure (password-protected) streaming platform ("Secure Streaming Platform") or (ii) to perform the Play remotely (as described in Paragraph 2(c) below). Licensee acknowledges and agrees that (i) all terms and conditions of the Production Contract and any associated riders, including the prohibition on making changes to the book, music and lyrics of the Play, apply to any performance livestreamed or recorded pursuant to this Streaming License (each, a "Video Performance"), and (ii) all Video Performances may be distributed only via the Secure Streaming Platform, and streaming, broadcasting or any other distribution of the Video Performance is not permitted on any other platform or service (e.g., YouTube, Vimeo, Google Classroom, Facebook, Zoom or other social media if not protected by a password). Prior to making the Video Performance available to Stream Viewers, Licensee shall notify MTI in writing of the complete details of its distribution plan, including dates, platform on which the Video Performance will be available, etc.

- **2. Streaming and Performance Options for the Play:** This Streaming License permits the Licensee to do the following:
- **(a) Livestream:** Licensee may livestream (as defined below) one or more performances of its live stage production solely to Stream Viewers via the Secure Streaming Platform. Livestreams may be shown only live, although the Secure Streaming Platform may permit Stream Viewers a limited period of time to pause or restart from the beginning. "Livestream" means that the Video Performance is broadcast live over the Secure Streaming Platform.
- (b) Remote Performance: Licensee may use video conferencing technology (e.g., Zoom) or other video recording methods to create a "Remote Performance" of the Play and may stream such Remote Performance on a Secure Streaming Platform, subject to the following. A "Remote Performance" is a production of the Play in which cast members perform individually from remote locations (e.g., at home) rather than live onstage. The Remote Performance may be presented live on a video-conferencing platform (with or without prerecorded segments) or the individual performances may be recorded separately and edited together to create a single Video Performance for streaming. Licensee may utilize any video recording method, including video conferencing technology (e.g., Zoom), for auditions and rehearsals and to capture its Remote Performance. Regardless of the method of creating a Remote Performance, no changes or additions in the book, lyrics or music of the Play may be made in the editing process. Licensee acknowledges that although Zoom and other video conferencing technology may be used in the performance, capture and editing of the Remote Performance, the final edited Remote Performance may only be distributed on the Secure Streaming Platform. It is permissible to stream a Zoom performance through the Secure Streaming Platform but the Zoom performance cannot be distributed directly to an audience through Zoom). Remote Performances under this paragraph may be viewed solely by Stream Viewers who have purchased tickets to view on the Secure Streaming Platform on the performance dates set forth in Licensee's Production Contract.
- **3. Secure Streaming Platform:** The platform on which Licensee streams the Video Performance must be password-protected and must not permit downloading, copying or other duplication or redistribution of the Video Performance. If the platform itself has the capability to allow downloading or duplication, Licensee must ensure that the settings for this Video Performance are such that downloading is not permitted. Licensee must provide a password to MTI to enable MTI and the authors and rightsholders of the Play to view the Video Performance
- **4. Term:** If any of the conditions set forth in the Production Contract have changed in any way that would affect streaming performances (including change of dates, cancellation or addition of performance(s), ticket price adjustments), Licensee agrees it will notify its MTI customer representative in writing immediately, and MTI must approve all changes in writing before they may

take effect. Such changes may alter the fees quoted in the Production Contract. If Licensee requests the right to add additional streaming performances, Licensee agrees not to announce, advertise, present or sell tickets for such additional performances without prior written approval from MTI. Unless MTI agrees in writing to a longer term, Licensee may make the Video Performance available only throughout the term of the Performance License (the "Term"). Following the expiration of the Term, Licensee must take down and disable access to the Video Performance (and notify MTI in writing that it has done so) within 48 hours of the last scheduled performance.

### **B. General Terms and Conditions**

- **5. Royalties and Fees:** Licensee acknowledges that in addition to any royalties or other fees payable pursuant to the Production Contract for the right to produce and present the Play, Licensee will pay the fees listed at the top of this License, if any. If no fees or royalties are listed above, then this License is included in your Production Contract at no additional charge. If a Streaming Royalty is listed above, it will be the greater of (a) the gross proceeds from all streaming tickets sold multiplied by the streaming royalty percentage set forth above and (b) the Per Performance Minimum Royalty set forth above. For example, if you are not charging for streaming tickets, you must still pay the Per Performance Minimum Royalty for each streaming performance. Licensee must account for all sales of tickets, whether to live performances or the Video Performance, in accordance with the terms of the Performance License.
- **6. Advertising Restrictions:** Licensee is not permitted to advertise and sell tickets for the Video Production regionally or nationally. Accordingly, Licensee agrees that its advertising, marketing and promotion of the Video Performance will be limited to its customary local outlets and its social media accounts. Licensee shall not issue any advertising or publicity for streaming to national media such as Broadway.com, Broadway World, Playbill, etc.
- **7. Non-Commercial Venture.** Licensee acknowledges that the Video Performance may be created by Licensee solely for streaming on a Secure Streaming Platform and neither the Video Performance nor any other video recording of the Play may be sold, leased, duplicated or rented except as provided as herein or in a separate MTI video license (available for certain titles only).
- **8. Billing.** Licensee shall post the full billing credits for the Play onscreen, and shall follow all requirements as to order, size and wording of credits, as provided in the associated Production Contract). Licensee may also distribute a digital program to each Stream Viewer. Such billing shall include the following credit:

# STREAMING IS PRESENTED BY SPECIAL ARRANGEMENT WITH MUSIC THEATRE INTERNATIONAL (MTI) NEW YORK, NY.

### All authorized performance materials are also supplied by MTI. mtishows.com

- **9. Restriction on Distribution.** In no event may any recording of the Play authorized herein, either in whole or in part, be otherwise reproduced and/or disseminated in any way, including broadcasting, televising, sale or electronic transmission and/or posting on the Internet or social media except as expressly authorized in this Streaming License.
- **10. Copyright Infringement.** Licensee understands that its failure to follow the above requirements, even if inadvertent, could subject Licensee to liability for statutory copyright infringement under federal law. Licensee agrees that, without limiting any other recovery that MTI and/or the rightsholder(s) may obtain against Licensee, whether at law or at equity, for its breach of this Agreement, Licensee shall, at a minimum, reimburse MTI and/or the rightsholder(s) for its out-of-pocket legal fees and shall pay to MTI and/or the rightsholder(s) damages equal to three times the total license royalty fees paid or payable to MTI by Licensee for its production of the Play or statutory damages in lieu thereof.
- 11. Third-Party Permissions. Permission granted herein to make a Video Performance available to Stream Viewers is limited to rights in the Play only. MTI cannot grant permission for others whose permission may be required such as, but not limited to, performers, production personnel, directors, choreographers, and designers as well as the theatre or venue owner. Licensee shall obtain all necessary releases and permissions from such personnel (including parents or legal guardians of minor children) and any applicable unions (e.g., Actors Equity, American Federation of Musicians, etc.). Licensee shall indemnify, defend (with counsel chosen by the applicable party being indemnified) and hold harmless MTI and the authors and other rightsholders of the Play from and against all charges, damages, costs, expenses (including reasonable outside attorney's fees), judgments, settlements, penalties, liabilities or losses of any kind or nature whatsoever suffered or incurred by MTI, the authors and other rightsholders of the Play, and their respective parents, affiliates, subsidiaries, directors, officers, agents, employees, licensees, successors, and assigns arising out of any actual or threatened third-party action which relates in any way to the Video Performance or Licensee's live stage production of the Play.
- **12. Compliance with Laws.** Licensee represents and agrees that it shall be aware of and comply with any and all applicable federal, state and local laws applicable to its production, including laws, regulations and ordinances pertaining to social gathering restrictions as well as any other rules or guidance regarding the COVID-19 outbreak which may impact any aspect of Licensee's production of the Play, including but not limited to Licensee's rehearsals, performances and audience attendance. By permitting Licensee to stream its production, MTI makes no representation or assessment of the legality or prudence of the Licensee's decision to proceed with its production, nor shall MTI or the rightsholders be held liable for any claims arising out of Licensee's decision to proceed with its

production. Licensee shall indemnify and hold MTI and the rightsholders harmless from any claims, costs, and damages arising out of Licensee's production.

- **13. Limited Audiovisual Rights.** Other than to the limited extent provided for in the foregoing, no film rights, television rights or merchandising rights are made available to Licensee as part of this Streaming License. Licensee acknowledges that the rights granted are limited to capturing a live-stage performance and Licensee is not permitted to adapt the Play for video conferencing (e.g., Zoom) unless Paragraph 2 of this Streaming License includes remote performance rights.
- **14. Disney Image and Reputation.** Licensee acknowledges that the terms of the Additional Guidelines and Provisions incorporated by reference in the Licensee's Production Contract, including the provisions relating to the use of Disney intellectual property and its public image and reputation, apply to any content added by Licensee to the Video Performance (e.g., opening or closing credits, frames, intermission content, etc.). Licensee shall include the following copyright notice at the end of the video:

### © Walt Disney Productions.

- **15. Limitation of Liability.** To the fullest extent provided by law, except as provided in the next sentence, in no event will MTI or the rightsholders of the Play be liable to Licensee on any legal theory (including, without limitation, negligence) or for its errors or omissions, or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs, expenses, or damages arising out of this Limited Streaming License, even if MTI has been advised of the possibility of such losses, costs, expenses, or damages. MTI's and the rightsholders' total liability is limited to the total compensation paid to MTI under this Limited Streaming License.
- **16. Miscellaneous.** All other provisions, terms and conditions of the Production Contract shall continue in full force and effect. This Streaming License shall be governed by the laws of the State of New York.

Print

# **Customer Billing**

### **SAUCON VALLEY ELEMENTARY - DISNEY'S FROZEN KIDS**

# Please read and print the following Show Billing information

Licensee shall incorporate the following credits and comply with all size and other restrictions on the title page of all playbills and programs, and in all houseboards, displays and in all other advertising, press releases and any other promotional material, except as otherwise provided below, as follows:

The [Licensee]
Production of



Music & Lyrics by **Kristen Anderson-Lopez & Robert Lopez** 

Book by

Jennifer Lee

Based on the Disney film written by Jennifer Lee and directed by Chris Buck and Jennifer Lee

- The billing to the Licensee must be in the form specified above, including the worlds "Production of" below Licensee's billing, which shall be visually contiguous with the title, so that the audience is informed that the Licensee is the producer of the production. The size of the credit to the Licensee shall be no less than 50% of the size of the logo or artwork title, as measured by the proportion of the font point size to the height of the largest letter in the logo.
- The size of the credit to the authors (Music, Lyrics, and Book) shall be no less than 30% of the size of the logo or artwork title, as measured by the proportion of the font point size to the height of the largest letter in the logo.
- The size of the credit to the Disney film shall be no less than 20% of the size of the logo or artwork title, as measured by the proportion of the font point size to the height of the largest letter in the logo.

Additionally, on the front cover of all playbills and programs, Licensee shall include the following credit beneath the credit to the Disney Film:

# The original Broadway production of *Frozen*was directed by Michael Grandage and produced by Disney Theatrical Productions

- The size of the Broadway production credit shall be no less than 20% of the size of the logo or artwork title, as measured by the proportion of the font point size to the height of the largest letter in the logo.

The following credits shall be included inside the program on the title page, or if there is no title page, on the same page as the Licensee's production staff:

Original Broadway Orchestrations by

Dave Metzger

Original Broadway Music Supervision and Arrangements by

Stephen Oremus

Additional Broadway Dance Arrangements by

David Chase

Frozen KIDS Music Adapted and Arranged by
Madeline Smith
Frozen KIDS Script Adapted by
Sara Wordsworth

- The size of the credits to the adapters and arrangers shall be no less than 20% of the size of the logo or artwork title, as measured by the proportion of the font point size to the height of the largest letter

in the logo.

Further examples of proper billing can be found in Sample Poster and Program found in Section G of the Director's Guide.

Print

## **MTI Credit**

### SAUCON VALLEY ELEMENTARY - DISNEY'S FROZEN KIDS

### Please read and print the appropriate way to credit MTI.

### Program/Poster/Advertising Credits for MTI:

### MTI Billing

In accordance with the Dramatic Performing Rights License, all publicity materials (posters, programs, etc.) **MUST** include the following credit:

#### **DISNEY'S FROZEN KIDS**

Is presented through special arrangement with Music Theatre International (MTI).

All authorized performance materials are also supplied by MTI.

423 West 55th Street, New York, NY 10019

Phone: 212-541-4684 Fax: 212-397-4684

www.MTIShows.com

### Videotaping Warning

This license does not grant you the right to (i) make, use and/or distribute any audio or audiovisual recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, tape, film, CD, DVD or digital versions; or (ii) to televise, broadcast, stream, make available for download or otherwise post online or in social media or through any mobile device the Play or any portion of it. You agree to inform all parents, students and attendees of the above prohibitions against recording the show by means of both a program note and a pre-show announcement. If you have purchased a Streaming or Video License (where available) for your production of the Play, you may permit limited recording in accordance with the terms of the Streaming or Video License.

In compliance with the above condition, you MUST include the following warning in your program:

The videotaping or other video or audio recording of this production is strictly prohibited.

<sup>\*\*</sup>except with Disney titles, where a limited video license is available for \$75.00

Print

# **Summary**

### **SAUCON VALLEY ELEMENTARY - DISNEY'S FROZEN KIDS**

### **Production of DISNEY'S FROZEN KIDS**

**SPECIAL CONDITIONS:** 

When Licence for Performances from 10/12/2023 - 10/12/2024

First Performance Date

Last Performance Date 1/21/2024

Number of Performances 3

Where

Theatre Name SAUCON VALLEY ELEMENTARY SCHOOL

2085 POLK VALLEY RD

Theatre Address
HELLERTOWN, PA 18055

**Country** US

**Theatre Phone** 6108387001

Theatre Fax

**Theatre Website** WWW.SVSDTHEATRE.COM

**Audience** 

Seating Capacity 250

Expected or Average Seating Usage 100

**Tickets** 

**Price1** \$5 **% of total** 100%

 Price2
 - % of total
 - 

 Price3
 - % of total
 - 

 Price4
 - % of total
 - 

Price5 -- % of total

\$5 AVG 100% TOTAL

**Order** 

**Production Materials** 

Summary	ShowKit						
<u> </u>		Royalty Fee  Material Fee  GUIDE VOCAL AND PERF TRACKS DIGITAL				\$109.00	
						\$436.00	
		1 DOWNLC	ADABLE RESOURC	CES AN	ND MEDIA		
		30 STUDENT BOOK  1 PIANO VOCAL SCORE  1 DIRECTOR'S GUIDE  1 CHOREOGRAPHY VIDEOS DIGITAL					
					L		
		Additional Material					
		Theatrical Resources					
		Sales Tax				\$0.00	
		Materials	and Resources Sul	b Tota	al	\$545.00	
S&H							
Summary		Production Materials	•	S	Standard	\$45.00	
<u>Summary</u>		Additional Production Materials Standard		Standard	\$0.00		
		Theatrical Resources				\$0.00	
		MATERIALS AN	ND RESOURCES SU	JB TO	ΓAL	\$45.00	
Total		MATERIALS AND RES	OURCES SUB TOTA	AL		\$545.00	
		SHIPPING & HANDLING SUB TOTAL				\$45.00	
			GF	RAND	TOTAL	\$590.00	
Information							
iniormation	Name	KENDRA SCHESSLEI	<b>₹ PI</b>	hone	610 838 7001		
	Address		Fa	<b>Fax</b> 510 838 6			
	Country	,	Eı	mail	kendralee342@v	yahoo.com	

# **Shipping**

**Address** 

**Organization** SAUCON VALLEY ELEMENTARY

**Contact** ROBERT FREY

2097 POLK VALLEY RD

Shipping Address HELLERTOWN, NORTHAMPTON

PA 18055-2400

**Phone** 610 838 9331

Billing Address

**Organization** SAUCON VALLEY ELEMENTARY

**Contact** ACCOUNTS PAYABLE (RF)

2097 POLK VALLEY RD

Shipping Address HELLERTOWN, NORTHAMPTON

PA 18055-2400

**Phone** 610 838 9331

**Payment** 

Payment Method PO Only

Invoice Total \$590.00

PO Number frozen1256