- XI. Presentation of Bills David Bonenberger
 - A. General Expenditures \$2,907,238.78
 - B. <u>Cafeteria Expenditures \$66,124.96</u>
 - C. Health Benefits None
 - D. Capital Projects None

Recommendations for Approval

Presentation of Bills

Approve the above presentation of bills.

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

- XII. Treasurer's Report Cedric Dettmar/David Bonenberger
 - A. Cash Investment and Bond Activity -None
 - B. Condensed Board Summary Report None
 - C. Budget Transfers \$1,805.00
 - D. Middle School Activity Report None
 - E. High School Activity Report September 30, 2023

Recommendations for Approval

Treasurer's Report

1. Approve the above Treasurer's Report

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

XIII. AGENDA ITEMS

A. Education

Items/Projects for Discussion

A. Academic & Personnel Committee Meeting Summary – 11/1/2023

Recommendations for Approval

First Reading Policies *

1. Approve the first reading of the following policies:

Policy 006 – Local Board Procedures

Policy 216.1 – Supplemental Discipline Records

<u>Policy 251 – Students Experiencing Homelessness, Foster Care,</u> and Other Educational Instability

Awarding of Mini Grants

2. Approve the following 2023-24 mini-grants sponsored by the Saucon Valley Foundation for Educational Innovations: Descriptions are attached.

Small Grants

Big Panthers, Little Panthers (\$2,900.00)

Strength & Conditioning (\$2,875.00)

Mountain Bikes (\$3,000.00)

World Music - Harp (\$1,355.00)

Harness Safe Music Making (\$2,830.00)

21st Century Funding

Middle School Robotics Club (\$925.90)

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

B. Personnel

Items/Projects for Discussion

A. None

Recommendations for Approval

Full-Time Bus Driver

1. Approve the transfer of Melissa Guntekunst from Part-time to a Full-time bus driver effective November 15, 2023.

Part-Time Bus Drivers

 Approve the following Part-time bus drivers effective upon completion of employment paperwork, hourly wage, and benefits based on the current SV Educational Support Professionals contract:

Gail Nolf

Randall Neiser

Instructional Paraprofessional transfer

3. Approve the transfer of Wil-Quon Clemons from a part-time instructional paraprofessional to a full-time instructional paraprofessional, with benefits per the current Educational Support Staff Agreement, effective November 6, 2023

High School Robotic Club Volunteers

 Approve the following volunteers for the 2023-2024 SVHS Robotics Club: Edmund Webb III, Cedric Dettmar, Tim Gill, and Michelle Gombocz.

2023-2024 Homebound Instructors

5. Approve Diana Cherrybon as a Homebound Instructor for the 2023-2024 school year, at an hourly rate of \$45.00.

Business Manager's Contract

6. Approve <u>David Bonenberger's contract effective July 1, 2024</u> through June 30, 2032.

Resignation

7. Approve the resignation of Stephanie Cramer, High School French teacher; her last day will be January 5, 2024.

Resignation

8. Approve the resignation of Lisa Peteto, non-instructional high school paraprofessional; her last day was November 3, 2023.

Retirement

9. Approve the retirement of John Podhany, full-time bus driver; his last day will be January 4, 2024.

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

C. Facilities

Items/Projects for Discussion

A. <u>Facilities Committee Meeting Summary – 11/8/2023</u>

Recommendations for Approval

Surplus/Obsolete Items

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

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

D. Finance

Items/Projects for Discussion

A. None

Recommendations for Approval

High School Yearbook Agreements *

1. Approve the <u>attached agreements</u> with Hercules Achievement, Inc. to print and bind the 2023-2024 edition of the Saucon Valley High School yearbook and yearbook supplement.

Services Agreement with empowerED

2. Approve the <u>service agreement with empowerED School Solutions</u> for professional consulting services for student # 2573266877.

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 28, 2023

December 5, 2023 - Reorganization

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 24, 2023 Page 4619

The Business Meeting of the Board of Directors of the Saucon Valley School District was held on Tuesday, October 24, 2023, in the High School Audion. Present were Directors Susan Baxter, John Conte, Cedric Dettmar, Bryan Eichfeld, Dr. Laurel Erickson-Parsons, Michael Karabin, Tracy Magnotta-online, Dr. Shamim Pakzad, and Shawn Welch. Also present were Judith Riegel, Board Secretary, Mark Fitzgerald, District Solicitor, and Jaime Vlasaty, Superintendent.

- I. Call to the Order 7:03 p.m. Susan Baxter, President, presiding
- II. Pledge of Allegiance
- III. Recording of Attendance Judith Riegel, Secretary 9-present, 0-absent
- **IV. Motion to Approve Agenda –** Director Erickson-Parsons, seconded by Director Conte, moved to approve the Agenda. Vote: 9-yes, 0-no
- V. Announcement of Executive Session Personnel, SVEA
- **VI. Approval of Minutes** Director Karabin, seconded by Director Conte, moved to approve the minutes of October 10, 2023. Vote: 9-yes, 0-no
- VII. Recognition None
- VIII. Presentation None
- **IX.** Superintendent's Report *Jaime Vlasaty, Superintendent* Mrs. Vlasaty, reported on the Fall Fest; over 500 people attended, she thanked all who helped and participated. She also reported that the sign-ups for Parent Square will be sent out next week.
- X. Courtesy of the Floor to Visitors Agenda Items Only None
- **XI.** Presentation of Bills David Bonenberger
 - A. General Expenditures \$366,833.48
 - B. Cafeteria Expenditures \$3,152.00
 - C. Health Benefits \$220,666.51
 - D. Capital Projects None
 - 1. Approve the above presentation of bills.

Director Dettmar, seconded by Director Welch, moved to approve the Presentation of the Bills. Vote: 9-yes, 0-no

- XII. Treasurer's Report Cedric Dettmar/David Bonenberger
 - A. Cash Investment and Bond Activity
 - 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

Page 4620 October 24, 2023

1. Approve the above Treasurer's Report

Director Welch, seconded by Director Conte, moved to approve the Treasurer's Report.

Vote: 9-yes, 0-no

XIII. AGENDA ITEMS

A. Education

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

Policy 701.2 - District Facilities Advertising

Director Karabin, seconded by Director Welch, moved to approve Education Item #1.

Vote: 9-yes, 0-no

2. Approve the first reading of the following policies:

Policy 105 – Curriculum Development

Policy 106 – Guide for Planned Instruction

Director Dettmar, seconded by Director Welch, moved to approve Education Item #2.

Vote: 9-yes, 0-no

B. Personnel

- 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.
- 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.
- 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.

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

- 4. Approve a stipend of \$2,000 for David Houck for additional duties.
- 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 October 24, 2023 Page 4621

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 DenningtonDavid Michaylira

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

Director Karabin, seconded by Director Erickson-Parson, moved to approve Personnel Items #4 - 7. Vote: 9-yes, 0-no

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

Director Dettmar, seconded by Director Welch, moved to approve Personnel Item #8. Vote: 9-yes, 0-no

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

Director Karabin, seconded by Director Erickson-Parsons, moved to approve Personnel Item #8. Vote: 9-yes, 0-no

C. Facilities

A. Facilities Committee Summary – October 11, 2023

No Recommendations

Page 4622 October 24, 2023

D. Finance

- A. <u>Finance Committee Summary October 18, 2023</u>
- 1. Approve the <u>purchase and installation of 3M film</u> on classroom windows at a cost of \$94,025.00.
- 2. Approve the <u>repair of the campus chiller by Trane</u> for \$14,372.00.

Director Erickson-Parsons, seconded by Director Eichfeld, moved to approve Finance Items #1&2. Vote: 9-yes, 0-no

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

Director Dettmar, seconded by Director Conte, moved to approve Finance Item #3. Vote: 9-yes, 0-no

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

Director Karabin, seconded by Director Dettmar, moved to approve Finance Item #4. Vote: 9-yes, 0-no

- 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
- New Business Congratulations to the Marching Band that came in 1st place at the Cavalcade of Bands Competition.
- J. Old Business None
- 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

Director Welch, seconded by Director Erickson-Parsons, moved to adjourn the meeting. Vote: 9-yes, 0-no 7:44 p.m.

ATTEST	
-	

Bank Account: PGCK - PLGIT GENERAL CHECKING Payment Dates: 10/31/2023 - 11/15/2023
Payment Numbers: 0000001155 - 0000001225
Payment Categories: Regular Checks, Manual Checks
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000001155	10/31/2023	COMFORT INN AT THE PARK	TRAVEL ATHLETICS POD		937.95
0000001156	11/01/2023	HELLERTOWN BOROUGH AUTHORITY	WATER & SEWER		9,453.07
0000001157	11/01/2023	CREST FLOORING	REPAIRS & MAINTENANCE		792.87
0000001158	11/02/2023	KEYSTONE COLLECTIONS GROUP	DED: GARN - Full Payroll Pay Date: 11/2/2023		115.14
0000001159	11/06/2023	VERIZON WIRELESS	TELEPHONE	COMMUNICATION - ATHLETICS	1,351.79
0000001160	11/15/2023	AHOLD FINANCIAL SERVICES	10/3/2023 - FCS Blanket PO Giant Food Stores		158.50
0000001161	11/15/2023	APR SUPPLY	Supplies		62.87
0000001162	11/15/2023	BLOOKET	9/22/2023 - Blooket Plus: Friends Plan		250.00
0000001163	11/15/2023	CINTAS CORPORATION-#101	Uniform Laundering		150.00
0000001164	11/15/2023	COMMONWEALTH OF PA	DUES & FEES PLANT OPERATIONS		35.00
0000001165	11/15/2023	FISHER SCIENTIFIC CO LLC	7/20/2023 - GR8 Science Lab Supplies		368.80
0000001166	11/15/2023	HIRE2INSPIRECONSULTING LLC.	OTHER PROF SERV - SUP OFC		4,000.00
0000001167	11/15/2023	J.C. EHRLICH	Maintenance Agreement Renewal		539.54
0000001168	11/15/2023	L.V.I.D.A.	DUES & FEES ACTIVITIES 9-12		225.00
0000001169	11/15/2023	LAKESIDE EDUCATIONAL NETWORK	PROF SVCS		504.80
0000001170	11/15/2023	LEHIGH LEARNING ACADEMY	TUITION - NON PUBLIC SPEC ED		3,420.00
0000001171	11/15/2023	LIBERTY MUTUAL INSURANCE	CLAIMS JUDGMENT & PENALTIES		6,880.37
0000001172	11/15/2023	LISA MICHELLE BASARA	TUITION NON PUB - COMP ED 9-12		6,200.00
0000001173	11/15/2023	LOGAN KIRIPOSKI INC.	Rental		1,000.00
0000001174	11/15/2023	LOWE AND MOYER GARAGE INC.	SUPPLIES - TRANSPORTATION		4,783.55
0000001175	11/15/2023	LOWER SAUCON TWP P.D.	ATHL SECURITY FOOTBALL VAR		3,560.84

* - Non-Negotiable Disbursement

+ - Procurement Card Non-Negotiable

- Payable within Payment

P - Prenote

D - Direct Deposit

C - Credit Card

Bank Account: PGCK - PLGIT GENERAL CHECKING Payment Dates: 10/31/2023 - 11/15/2023
Payment Numbers: 0000001155 - 0000001225
Payment Categories: Regular Checks, Manual Checks
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000001176	11/15/2023	NASSP	10/24/2023 - NJHS Membership 2023-24		385.00
0000001177	11/15/2023	NORTHAMPTON AREA SCHOOL DIST	TUITION-OTHER LEAs K-4	TUITION-OTHER LEAs 5-8	7,891.11
0000001178	11/15/2023	NSTA SCIENCE STORE	Book for Admin		200.08
000001179	11/15/2023	PAGE	TITLE II - PROF ED TRN & DEV		235.12
0000001180	11/15/2023	PENNSYLVANIA ASSOC. OF SCHOOL BUSINESS OFFICIALS	DUES & FEES BUS OFFICE		220.00
000001181	11/15/2023	PENNSYLVANIA DISTANCE LEARNING CHARTER SCHOOL	SPEC ED TUITION CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	8,094.73
000001182	11/15/2023	QUADIENT LEASING USA INC.	RENTAL POSTAGE MACHINE		975.00
0000001183	11/15/2023	ROHRER BUS SALES INC.	Supplies		723.59
000001184	11/15/2023	ROWMAN & LITTLEFIELD	World Today Series		229.94
000001185	11/15/2023	SAFETY-KLEEN SYSTEMS INC.	Supplies		678.29
000001186	11/15/2023	SALISBURY TOWNSHIP SCHOOL DIST	PROF ED SERV - OTHER ED AGENCY		3,530.40
000001187	11/15/2023	SCHOLASTIC INC.	BOOKS & PERIODICALS ELEM ESL		131.78
000001188	11/15/2023	SCHOOL SPECIALTY, LLC.	Supplies for Art		276.87
000001189	11/15/2023	ST. LUKE'S HOSPITAL	Health Resources		367.00
000001190	11/15/2023	STEM LAWN CARE	Lawn Maintenance		6,250.00
000001191	11/15/2023	UGI SOUTH	NATURAL GAS - PLANT OPERATIONS		164.22
000001192	11/15/2023	XEROX FINANCIAL SERVICES	LEASE PRINCIPAL EXPENDITURES		11,316.04
000001193	11/15/2023	AHOLD FINANCIAL SERVICES	Blanket PO for Giant	10/3/2023 - FCS Blanket PO Giant Food Stores	124.94
000001194	11/15/2023	APR SUPPLY	Supplies		3.40
000001195	11/15/2023	BAND SHOPPE	Marching Band Supplies		1,723.20
000001196	11/15/2023	BEHAVIORIAL HEALTH ASSOCIATES	SUMMER SCHL - PROF ED SRV OTHER ED - HS		121.00
* - Non-Neg	otiable Disburs	sement + - Procurement Card Non-	Negotiable # - Payable within Payment	t P - Prenote D - Direct Deposit	C - Credit Card

SAUCON VALLEY SCHOOL DISTRICT

11/10/2023 10:51:39 AM

Page 2 of 4

Payment Categories: Regular Checks, Manual Checks
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000001197	11/15/2023	BOYKO'S PETROLEUM SERVICE INC.	REPAIRS & MAINT EQUIP		1,507.93
0000001198	11/15/2023	CARBON-LEHIGH I.U. #21	TECHNOLOGY ADMIN LIC & FEES		77,287.93
0000001199	11/15/2023	CHRIN HAULING INC	Trash and Recycling		4,700.00
0000001200	11/15/2023	CINTAS CORPORATION-#101	Uniform Laundering		80.00
0000001201	11/15/2023	CREST/GOOD MFG. CO	Supplies		425.76
0000001202	11/15/2023	GRAINGER	Supplies		542.58
0000001203	11/15/2023	HEMPFIELD SCHOOL DISTRICT	TUITION - OTHER LEA'S HS		225.96
0000001204	11/15/2023	HOGAN LEARNING ACADEMY, LLC	SPEC ED NON-PUBLIC TUITION		8,740.00
0000001205	11/15/2023	LEHIGH LEARNING ACADEMY	TUITION - NON PUBLIC SPEC ED		3,780.00
0000001206	11/15/2023	LINDE GAS & EQUIPMENT INC.	Supplies		103.88
0000001207	11/15/2023	LOWE AND MOYER GARAGE INC.	ADD FUNDS		638.53
0000001208	11/15/2023	MACMILLAN OIL CO.OF ALLENTOWN	Supplies	SUPPLIES - TRANSPORTATION	1,032.60
0000001209	11/15/2023	MICHAEL HEITER	Supplies for Industrial ED		1,203.40
0000001210	11/15/2023	MONTGOMERY COUNTY IU #23	CONF EMPL TRAINING K-4		320.00
0000001211	11/15/2023	O.R.E. RENTAL EQUIPMENT	RENTAL OF VEHICLES	RENTAL OF EQUIP FOOTBALL VAR	983.24
0000001212	11/15/2023	Roberts Oxygen Co. Inc	Supplies		113.47
0000001213	11/15/2023	ROHRER BUS SALES INC.	Supplies		235.00
0000001214	11/15/2023	SAFETY-KLEEN SYSTEMS INC.	Supplies		917.59
0000001215	11/15/2023	SAUCON VALLEY CAFETERIA	SUPPLIES - SUPERINTENDENT OFF	SUPPLIES - BUSINESS OFFICE	105.83
0000001216	11/15/2023	SAUCON VALLEY SENIOR HIGH	SALARIES - ACTIVITIES 9-12		17,000.00
0000001217	11/15/2023	SAUCON VALLEY SPORTING GOODS	T-shirts for SWPBS		1,085.00

^{* -} Non-Negotiable Disbursement

^{+ -} Procurement Card Non-Negotiable

P - Prenote

C - Credit Card

Bank Account: PGCK - PLGIT GENERAL CHECKING Payment Dates: 10/31/2023 - 11/15/2023
Payment Numbers: 0000001155 - 0000001225
Payment Categories: Regular Checks, Manual Checks
Sort: Payment Number

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Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000001218	11/15/2023	SCHOLASTIC BOOK FAIRS - 14	MISCELLANEOUS		5,402.33
0000001219	11/15/2023	SUN LIFE ASSURANCE COMPANY OF CANADA	DED: VOLI - Full Payroll Pay Date: 9/7/2023	DED: VOLI - Full Payroll Pay Date: 9/21/2023	1,245.94
0000001220	11/15/2023	UHS OF PENNSYLVANIA INC.	SPEC ED SERV OTHER ED AGENCY		600.00
0000001221	11/15/2023	UNITED ELECTRIC SUPPLY CO. INC.	SUPPLIES - PLANT OPERATIONS		188.30
0000001222	11/15/2023	VARSITY SPIRIT FASHIONS & SUPPLIES	Varsity Cheer Uniforms		589.80
0000001223	11/15/2023	BANKS PEARL	SENIOR CITIZENS TAX REBATE		500.00
0000001224	11/15/2023	BROADHEAD JOAN B.	SENIOR CITIZENS TAX REBATE		300.00
0000001225	11/15/2023	DUGAN PAUL J.	SENIOR CITIZENS TAX REBATE		500.00
				10 - GENERAL FUND	218,786.87
				Grand Total All Funds	218,786.87
			C	Grand Total Credit Cards	0.00
			Gra	nd Total Direct Deposits	0.00
			Gra	ind Total Manual Checks	0.00
			Grand Total Other Disbur	_	0.00
		Grand	Total Procurement Card Other Disbur		0.00
				nd Total Regular Checks	218,786.87
			G	rand Total All Payments	218,786.87

* - Non-Negotiable Disbursement

11/10/2023 10:51:39 AM

Bank Account: GF - FULTON BANK Payment Dates: 11/08/2023 - 11/15/2023

Payment Categories: Direct Deposits, Manual Checks Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
D000000808	11/08/2023	ALL PHASE ELECTRIC SUPPLY	Supplies		759.00 D
D000000809	11/08/2023	APPLE INC. c/o APPLE FINANCIAL SERVICES	I-PAD INSURANCE		249.00 D
D000000810	11/08/2023	BAVTS	VO-TECH TUITION 9-12		80,193.00 D
D000000811	11/08/2023	COLONIAL INTERMEDIATE UNIT #20	SPECIAL ED IU CONTRACTED SVCS		98,333.40 D
D000000812	11/08/2023	DEMCO INC.	7/20/2023 - DEMCO Supplies, Library		549.45 D
D000000813	11/08/2023	ROBERT FREY	DUES & FEES		99.00 D
D000000814	11/08/2023	GOPHER	7/5/2023 - New Equipment PE		2,379.61 D
D000000815	11/08/2023	NORTH EAST PARTS GROUP LLC.	Supplies		768.64 D
D000000816	11/08/2023	INTEGRITEC INC.	Repair/Maintenance Equipment		465.00 D
D000000817	11/08/2023	KACHMAR ROBERT	EMP TRN & DEV - PRINC OFC K-4		342.18 ^D
D000000818	11/08/2023	LEHIGH VALLEY ACADEMY REGIONAL CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	SPEC ED TUITION CHARTER SCHOOL	61,853.33 D
D000000819	11/08/2023	THE LEHIGH VALLEY CHARTER H.S. FOR THE ARTS INC.	TUITION - CHARTER SCHOOLS	SPEC ED TUITION CHARTER SCHOOL	85,084.55 D
D000000820	11/08/2023	EPLUS TECHNOLOGY INC.	Wireless Replacement Equipment		2,238.01 D
D000000821	11/08/2023	NORTHAMPTON COMMUNITY COLLEGE	NCC COMTY COLLEGE PAYMENT		23,301.75 D
D000000822	11/08/2023	PP & L ELECTRIC UTILITIES	ELECTRIC - PLANT OPERATIONS		4,862.69 D
D000000823	11/08/2023	PP & L ELECTRIC UTILITIES	ELECTRIC - PLANT OPERATIONS		499.65 D
D000000824	11/08/2023	PENNSYLVANIA VIRTUAL CHARTER	SPEC ED TUITION CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	6,353.59 D
D000000825	11/08/2023	J.W. PEPPER & SON INC.	Blanket PO for Choral Music		273.99 D
D000000826	11/08/2023	PIONEER MANUFACTURING CO	SUPPLIES POD	SUPPLIES SOCCER GIRLS JV	1,905.45 D
D000000827	11/08/2023	STOTZ & FATZINGER OFF.SUPPLY	SUPPLIES - SUPERINTENDENT OFF		44.35 D
D000000828	11/08/2023	TRANE U.S. INC.	Repair/Maintenance Equipment		975.00 D
* - Non-Neg	gotiable Disburs	sement + - Procurement Card Non-	Negotiable # - Payable within Payment	t P - Prenote D - Direct Deposit	C - Credit Card
11/10/2023 1	1:01:30 AM	SA	UCON VALLEY SCHOOL DISTRICT		Page 1 of 6

Bank Account: GF - FULTON BANK Payment Dates: 11/08/2023 - 11/15/2023

Payment Categories: Direct Deposits, Manual Checks Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
D000000829	11/08/2023	AMAZON CAPITAL SERVICES	Supplies for 4th grade	Supplies for Kdg	9,787.17 P
D000000830	11/08/2023	MEDCO SUPPLY COMPANY	Athletic Training Supplies		84.24 D
D000000831	11/08/2023	MICROBAC LABORATORIES INC.	Repair/Maintenance Equipment		331.83 ^D
D000000832	11/08/2023	SPANGLER & BOYER MECHANICAL INC.	REPAIRS & MAINT - ELEM		562.50 D
D000000833	11/08/2023	GLENN R. BROWN	SALARY	MILEAGE	169.65 ^D
D000000834	11/08/2023	TuWay Communications	SUPPLIES - BUSINESS OFFICE		141.07 D
D000000835	11/08/2023	PETROLEUM TRADERS CORP.	DIESEL FUEL - TRANSPORTATION		21,346.50 D
D000000836	11/08/2023	FOX ROTHSCHILD LLP	SOLICITOR RETAINER		8,720.00 <i>D</i>
D000000837	11/08/2023	PTS PROVIDERS, INC.	PLANT OP COMMUNICATIONS - MS	PLANT OP COMMUNICATIONS - HS	297.00 D
D000000838	11/08/2023	Texthelp Inc	Read & Write Subscription		75.00 D
D000000839	11/08/2023	LARA McCARTHY	INSTR PRG OUTSIDE - OTR PROF SVC - MS - COMP		300.00 D
D000000840	11/08/2023	MARK NUSS	SUPPLIES - TRANSPORTATION		46.00 D
D000000841	11/08/2023	EDMENTUM INC.	Edmentum Study Island- Biology		2,111.25 D
D000000842	11/08/2023	CIRCLE OF SEASONS CHARTER SCHOOL	TUITION - CHARTER SCHOOLS		4,239.68 D
D000000843	11/08/2023	SEVEN GENERATIONS CHARTER SCHOOL	TUITION - CHARTER SCHOOLS		71,409.45 D
D000000844	11/08/2023	KELLY WEHR	TUITION REIMB REGULAR K-4		1,677.00 D
D000000845	11/08/2023	LVCIL	SPEC ED - OTHR PROF SVC - HS - COMP ED		336.00 D
D000000846	11/08/2023	MUSIC & ARTS	7/5/2023 - Concert Repertoire	7/10/2023 - Blanket PO, Supplies 5/6 Band	372.50 D
D000000847	11/08/2023	EASTON ARTS ACADEMY ELEMENTARY CHARTER SCHOOL	TUITION - CHARTER SCHOOLS		8,388.10 D
D000000848	11/08/2023	LINCOLN LEADERSHIP ACADEMY CHARTER SCHOOL	TUITION - CHARTER SCHOOLS		4,189.90 <i>D</i>
* - Non-Neg	gotiable Disburs	sement + - Procurement Card Non-	Negotiable # - Payable within Paymen	nt P - Prenote D - Direct Deposit	C - Credit Card
11/10/2023 1	1:01:30 AM	SA	UCON VALLEY SCHOOL DISTRICT		Page 2 of 6

Bank Account: GF - FULTON BANK Payment Dates: 11/08/2023 - 11/15/2023

Payment Categories: Direct Deposits, Manual Checks Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
D000000849	11/08/2023	GENERAL HEALTHCARE RESOURCES LLC	SPEC ED - OTHER PROF SERVICE		2,593.47 ^D
D000000850	11/08/2023	INTERSTATE BATTERY OF ALLENTOWN	Supplies		132.95 D
D000000851	11/08/2023	COMMONWEALTH CHARTER ACADEMY	SPEC ED TUITION CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	93,838.07 D
D000000852	11/08/2023	REACH CYBER CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	SPEC ED TUITION CHARTER SCHOOL	9,962.80 D
D000000853	11/08/2023	AMY BRAXMEIER	OTHER LIABILITIES	SUPPLIES - PRINCIPAL K-4	727.50 D
D000000854	11/08/2023	IXL LEARNING, INC	Educ Software		394.00 D
D000000855	11/08/2023	ET&T	BLDGS - OTHER PROF SERVICES		110.00 <i>P</i>
D000000856	11/08/2023	ASL Refrigeration Inc.	Repair/Maintenance Equipment		228,459.60 D
D000000857	11/08/2023	Complete Document Solutions, PA, LLC	PRINTING & BINDING		1,266.67 ^D
D000000858	11/08/2023	PARTS TOWN, LLC	Supplies	SUPPLIES - PLANT OPERATIONS	2,250.06 D
D000000859	11/08/2023	AMERICHEM	Supplies		4,371.74 D
D000000860	11/08/2023	SYSCO OF CENTRAL PA	SUPPLIES - CONSUMER ED 5-8		229.53 D
D000000861	11/08/2023	THE STEPPING STONES GROUP LLC	PROF ED SRV - RTL - MS	LEARN SUPPT - PROF SVC - PCCD - MS - MTHL	11,550.00 D
D000000862	11/08/2023	HILLENDALE ASSOCIATES, INC.	HEALTH INSURANCE EXPENSE PAYAB		1,260.00 D
D000000863	11/08/2023	EVERDRIVEN TECHNOLOGIES LLC	Transportation Cont Carriers		7,545.00 D
D000000864	11/08/2023	BANCROFT	SPEC ED NON-PUBLIC TUITION		7,480.00 <i>D</i>
D000000865	11/08/2023	CRITICAL RESPONSE PROTECTION GROUP LLC	SECURITY SERVICES - DISTRICT		13,667.50 D
D000000866	11/08/2023	Lauren Keebler	SUPPLIES - CONSUMER ED 5-8		98.95 D
D000000867	11/08/2023	Lynne Maynard	SUPPLIES - CONSUMER ED 9-12		337.53 D
D000000868	11/09/2023	AMAZON CAPITAL SERVICES	INST & CURRICULUM DEV - TITLE IV	SUPPLIES - GIFTED 5-8	266.47 D
* - Non-Neg	gotiable Disburs	sement + - Procurement Card Non-	-Negotiable # - Payable within Paymen	t P - Prenote D - Direct Deposit	C - Credit Card

SAUCON VALLEY SCHOOL DISTRICT

11/10/2023 11:01:30 AM

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Bank Account: GF - FULTON BANK Payment Dates: 11/08/2023 - 11/15/2023

Payment Categories: Direct Deposits, Manual Checks Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount	
D000000869	11/09/2023	SJ THOMAS COMPANY INC	Repair/Maintenance Equipment		0.00	D
D000000870	11/13/2023	SJ THOMAS COMPANY INC	Repair/Maintenance Equipment		480,312.92	D
D000000871	11/15/2023	ABA SUPPORT SERVICES LLC	SPEC ED - OTHER PROF SERVICE		27,130.46	D
D000000872	11/15/2023	AMAZON CAPITAL SERVICES	Supplies for 3rd grade	Supplies for 4th grade	5,907.87	D
D000000873	11/15/2023	AMAZON CAPITAL SERVICES	SUPPLIES TITLE I K - 4		1,008.44	D
D000000874	11/15/2023	AMERICHEM	Supplies		1,954.63	D
D000000875	11/15/2023	APPLE INC. c/o APPLE FINANCIAL SERVICES	AV Equipment		387.00	D
D000000876	11/15/2023	B & B ELECTRICAL CONTRACTORS INC.	REPAIRS & MAINTENANCE		5,198.10	D
D000000877	11/15/2023	BACKUPIFY	TECHNOLOGY ADMIN LIC & FEES		400.50	D
D000000878	11/15/2023	BANCROFT	SPEC ED NON-PUBLIC TUITION		4,180.00	D
D000000879	11/15/2023	BSN SPORTS LLC	Boys Basketball Uniforms		11,396.27	D
D000000880	11/15/2023	CAPSTONE ACADEMY	SPEC ED NON-PUBLIC TUITION		9,242.28	D
D000000881	11/15/2023	CDW-G COMPUTER CENTERS INC.	Replacement Projectors		4,485.00	D
D000000882	11/15/2023	CRITICAL RESPONSE PROTECTION GROUP LLC	SECURITY SERVICES - DISTRICT		2,810.50	D
D000000883	11/15/2023	DECKER EQUIPMENT/SCHOOL FIX	Supplies		293.21	D
D000000884	11/15/2023	DOCUMENT SYSTEMS, LTD	SUPPLIES - BUSINESS OFFICE		232.87	D
D000000885	11/15/2023	EAS WATER COFFEE PAPER	MAINT SUPPLIES - HS	SUPPLIES - TRANSPORTATION	388.22	D
D000000886	11/15/2023	EVERDRIVEN TECHNOLOGIES LLC	Transportation Cont Carriers		3,276.01	D
D000000887	11/15/2023	EXECUTIVE EDUCATION ACADEMY CHARTER SCHOOL	TUITION - CHARTER SCHOOLS		4,254.90	D
D000000888	11/15/2023	FOX ROTHSCHILD LLP	SOLICITOR RETAINER		9,800.00	D

^{* -} Non-Negotiable Disbursement

P - Prenote

^{+ -} Procurement Card Non-Negotiable

Bank Account: GF - FULTON BANK Payment Dates: 11/08/2023 - 11/15/2023

Payment Categories: Direct Deposits, Manual Checks Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
D000000889	11/15/2023	GENERAL HEALTHCARE RESOURCES LLC	SPEC ED - OTHER PROF SERVICE		1,024.86 ¹
D000000890	11/15/2023	KEYSTONE FIRE AND SECURITY	Keyfobs		436.00 ¹
D000000891	11/15/2023	LEHIGH VALLEY ACADEMY REGIONAL CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	SPEC ED TUITION CHARTER SCHOOL	61,853.33 ^L
D000000892	11/15/2023	LVCIL	SPEC ED - OTHR PROF SVC - HS - COMP ED		672.00 ^L
D000000893	11/15/2023	Meier Supply Co Inc.	SUPPLIES - PLANT OPERATIONS		569.95 ^L
D000000894	11/15/2023	MELMARK	SPEC ED NON-PUBLIC TUITION		44,320.00
D000000895	11/15/2023	MICROBAC LABORATORIES INC.	Repair/Maintenance Equipment		185.60 ⁴
D000000896	11/15/2023	MUSIC & ARTS	Supplies for Elem Band		2,688.79 ⁴
D000000897	11/15/2023	NORTH EAST PARTS GROUP LLC	. Supplies		1,535.19 ⁴
D000000898	11/15/2023	OVERDRIVE INC.	Library ebooks collection/software		720.00 ⁴
D000000899	11/15/2023	PARTS TOWN, LLC	SUPPLIES - PLANT OPERATIONS		257.51 ^L
D000000900	11/15/2023	PENNSYLVANIA LEADERSHIP CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	SPEC ED TUITION CHARTER SCHOOL	10,232.81
D000000901	11/15/2023	PFM FINANCIAL ADVISORS LLC	PURCHASED PRO&TECH SVCS		6,000.00
D000000902	11/15/2023	PIONEER MANUFACTURING CO	SUPPLIES - PLANT OPERATIONS		821.64 ⁴
D000000903	11/15/2023	POWERSCHOOL GROUP LLC	TECHNOLOGY ADMIN LIC & FEES	ED SOFT & LICENCES - ACCESS	36,300.00 ¹
D000000904	11/15/2023	Renee C Corrigan	TRAVEL-CONF/SEMIN BUS OFFICE		217.46 ⁴
D000000905	11/15/2023	RIEGEL JUDI	TRAVEL-CONF/SEMIN BUS OFFICE		64.41 ⁴
D000000906	11/15/2023	ROBERT FREY	TRAVEL ATHLETICS POD		386.28 ^L
D000000907	11/15/2023	ROBERTO CLEMENTE CHARTER SCHOOL	TUITION - CHARTER SCHOOLS		5,586.54 ^L
D000000908	11/15/2023	Saucon True Value	Supplies		673.00 ⁴
D000000909	11/15/2023	SCHOOL SPECIALTY, LLC.	7/11/2023 - FOSS, Science GR 5	FREIGHT	247.57 ^L

P - Prenote

D - Direct Deposit

Bank Account: GF - FULTON BANK Payment Dates: 11/08/2023 - 11/15/2023

Payment Categories: Direct Deposits, Manual Checks Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount	
D000000910	11/15/2023	SCHOOL SPECIALTY, LLC.	FOSS curriculum		38,396.37	D
D000000911	11/15/2023	SCHOOL SPECIALTY, LLC.	Pennsylvania Keystone Coach		703.60	D
D000000912	11/15/2023	SPANGLER & BOYER MECHANICAL INC.	REPAIRS & MAINTENANCE		1,025.80	D
D000000913	11/15/2023	STOTZ & FATZINGER OFF.SUPPLY	SUPPLIES REGULAR 9-12		46.15	D
D000000914	11/15/2023	SYSCO OF CENTRAL PA	SUPPLIES - CONSUMER ED 5-8		41.43	D
D000000915	11/15/2023	TCI	7/19/2023 - GR7 Social Studies Educational Sofware		469.35	D
D000000916	11/15/2023	TELEMEDICINE MANAGEMENT INC.	HEALTH INSURANCE EXPENSE PAYAB		1,280.00	D
D000000917	11/15/2023	THE LEHIGH VALLEY CHARTER H.S. FOR THE ARTS INC.	TUITION - CHARTER SCHOOLS	SPEC ED TUITION CHARTER SCHOOL	31,154.78	D
D000000918	11/15/2023	THE SHERWIN WILLIAMS CO.	SUPPLIES - PRINCIPAL 9-12		60.68	D
D000000919	11/15/2023	TRANE U.S. INC.	Repair/Maintenance Equipment		665.00	D
D000000920	11/15/2023	WEATHERPROOFING TECHNOLOGIES INC.	Repair/Maintenance Equipment		974,246.51	D
D000000921	11/15/2023	WEX HEALTH INC	PURCHASED PRO&TECH SVCS		252.80	D

10 - GENERAL FUND	2,688,451.91
Grand Total All Funds	2,688,451.91
Grand Total Credit Cards	0.00
Grand Total Direct Deposits	2,688,451.91
Grand Total Manual Checks	0.00
Grand Total Other Disbursement Non-negotiables	0.00
Grand Total Procurement Card Other Disbursement Non-negotiables	0.00
Grand Total Regular Checks	0.00
Grand Total All Payments	2,688,451.91

* - Non-Negotiable Disbursement

+ - Procurement Card Non-Negotiable

- Payable within Payment

P - Prenote

D - Direct Deposit

C - Credit Card

Bank Account: CP - CAFE - PLGIT Payment Dates: 11/01/2023 - 11/15/2023

Payment Categories: Regular Checks Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000003730	11/15/2023	DPSG OF EASTERN PA (LV)	NON-REIMB FOOD COSTS		812.50
0000003731	11/15/2023	GOLD CREEK FOODS LLC	FOOD		400.80
0000003732	11/15/2023	GOLD STAR FOODS, INC.	FOOD		959.67
0000003733	11/15/2023	HERSHEY'S CREAMERY COMPANY	NON-REIMB FOOD COSTS		1,419.12
0000003734	11/15/2023	HOPE SOUDERS	PREPAID LUNCHES		56.82
0000003735	11/15/2023	J.T.M. Provisions Co. Inc.	FOOD		1,963.95
0000003736	11/15/2023	PENN JERSEY PAPER CO. LLC	SUPPLIES		1,096.68
0000003737	11/15/2023	POCONO MOUNTAIN DAIRIES	MILK		7,139.68
0000003738	11/15/2023	ROCKLAND BAKERY INC.	FOOD		997.50
0000003739	11/15/2023	SINGER EQUIPMENT COMPANY	SUPPLIES		1,409.00
0000003740	11/15/2023	SYSCO OF CENTRAL PA	FOOD		49,869.24
				50 - CAFETERIA	66,124.96
				Grand Total All Funds	66,124.96
				Grand Total Credit Cards	0.00
				nd Total Direct Deposits	0.00
			Grand Total Other Disburs	nd Total Manual Checks	0.00 0.00
			Grand Total Other Disburs	sement Non-negotiables	0.00

Grand Total Procurement Card Other Disbursement Non-negotiables

Grand Total Regular Checks

Grand Total All Payments

0.00

66,124.96 66,124.96

SAUCON VALLEY SCHOOL DISTRICT

BUSINESS OFFICE

BUDGETARY TRANSFER FORM 2023-2024

Date: November 14, 2023

TRANSFER AMOUNT

	,	ACCOUNT #	IN	OUT	ACCOUNT TITLE	REASON FOR TRANSFER
1 TC	0	10-1110-610-000-30-000-000-000-0000	1,305.00		SUPPLIES REGULAR 9-12	BALANCE ACCOUNT
FF	ROM	10-1110-430-000-30-000-000-000-0000		1,305.00	REPAIR/MAINT OF EQUIPMENT 9-12	TRANSFER OF FUNDS
2 TC	0	10-1110-610-000-30-000-240-000-0000	500.00		SUPPLIES - CONSUMER ED 9-12	BALANCE ACCOUNT
FF	ROM	10-1110-519-000-30-000-240-000-0000		500.00	FIELD TRIPS - CONSUMER ED 5-8	TRANSFER OF FUNDS

Total Transfer: \$ 1,805.00

SAUCON VALLEY HIGH SCHOOL FINANCIAL REPORTS 9/30/2023 CLUB ACCOUNT FUND

BEGINNING BALANCE	\$	59,158.01
INCOME		487.57
EXPENSES		3,195.83
ENDING BALANCE	\$ _	56,449.75

CLUB ACCOUNT	ENDING BALANCE
AEVIDUM	\$ 391.88
BAND	1,917.72
CALCULUS CLUB	604.43
CHORUS	727.00
CLASS OF 2022	585.01
CLASS OF 2023	44.83
CLASS OF 2024	3,806.40
CLASS OF 2025	2,905.76
CLASS OF 2026	682.28
COMPETITION CHEERLEADING	942.66
DANCE TEAM	2,224.79
DRAMA CLUB	1,142.10
ENVIRONMENTAL CLUB	437.66
FBLA	6,791.93
FOREIGN LANGUAGE	538.80
GLOBAL SCHOLARS	174.50
GSA	47.97
NATIONAL HONOR SOCIETY	4,040.98
LEO CLUB	770.11
MINI-THON	2,913.20
MODEL UN	321.72
NEWSPAPER	158.75
PAINTBALL	50.55
PHOTOGRAPHY CLUB	537.81
READING TEAM	5.85
ROBOTICS CLUB	16,208.93
RUGBY CLUB	689.68
SADD	136.50
SGA - STUDENT STORE	1,899.14
SKICLUB	1,132.91
SMASH-VIDEO CLUB	24.08
SPIRIT COUNCIL	98.00
STEM	585.69
UNICEF	429.82
YEARBOOK	2,380.64
INTEREST INCOME	99.67
TOTALS	\$ 56,449.75

Teresa Casimire Principal

<u>Academic and Personnel Committee – November 1, 2023</u>

The Academic and Personnel Committee of the Saucon Valley School Board met on November 1, 2023, in the District Office Conference Room.

The following items were on the committee agenda for Discussion & Action:

- High School Yearbook Agreement
- Policies: 006 Local Board Procedures

216.1 - Supplemental Discipline Records

251 - Students Experiencing Homelessness, Foster Care, and Other Educational Instability

The committee recommended sending the HS Yearbook Agreement and Policies to the Board for approval.

Saucon Valley School District

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Title – 006 Meetings

Section – Local Board Procedures

Adopted - August 22, 2005

Revised - April 12, 2022

Content

<u>Purpose</u>

Section 1. Parliamentary Authority

All Board meetings will be conducted in an orderly and business-like manner. Robert's Rules of Order, Newly Revised, including group rules, shall govern the Board in its deliberations in all cases in which it is consistent with law and/or Board procedures.

Section 2. Quorum

A quorum shall <u>consist of a majority</u> <u>be five (5) of the Board</u> members <u>of the Board.</u>present.<u>- at a meeting.</u> No business shall be transacted at a meeting without a quorum, but the <u>Board members school directors</u> present at such a meeting may adjourn to another time.

Section 3. Presiding Officer

The President shall preside at all Board meetings. In the absence, disability-, or disqualification of the President, the Vice-President shall act instead. If neither person is present, a Board memberschool director shall be elected President pro tempore by a

pluralitymajority of those present and voting to preside at that meeting only. Where no such majority is achieved on the first vote, a second vote shall be cast for the two (2) candidates who received the greatest number of votes. The act of any person so designated shall be legal and binding. [4][5][6][7]

Section 4. Notice Meeting Notifications

Notice of all open Board meetings, including committee meetings and discussionwork sessions, shall be given by publication of the date, place, and time of such meetings in the newspaper(s) of general circulation designated by the Board and the posting of such notice at the administrative offices of the Board. [8][9] The Board, at its discretion, may also give notice through other sources such as email notifications, websites, and phone calls

- 1. Notice of regular meetings shall be given by publication and posting of a schedule showing the date, place, and time of all regular meetings for the calendar year at least three (3) days prior to the time of the first regular meeting.[8][9]
- 2. Notice of all special meetings shall be given by publication and posting of notice at least twenty-four (24) hours prior to the time of the meeting, except that such notice shall be waived when a special meeting is called to deal with an actual emergency involving a clear and present danger to life or property.[8][9]
- 3. Notice of all rescheduled meetings shall be given by publication and posting of notice at least twenty-four (24) hours prior to the time of the meeting.[8][9]
- 4. Notice of all recessed or reconvened meetings shall be given by posting a notice of the place, date and time of meeting and sending copies of such notice to interested parties.[8]
- 5. Notice of all open meetings shall be given to any newspaper(s) circulating in Northampton County and any radio or television station which so requests. Notice of all open meetings shall be given to any individual who so requests and provides a stamped, addressed envelope for such notification. [9]

Notice of all special meetings and rescheduled meetings shall be given to <u>each school</u> <u>directorBoard members</u> by e-mail <u>at least no later than</u> twenty-four (24) hours prior to the time of the meeting.[9][10]

All Board members, when unable to attend a meeting, shall, if possible, notify the Board Secretary a reasonable amount of time in advance of the meeting.

Agenda Notifications

The agenda and all relevant reports shall be provided to each school director at least three (3) days before the meeting.

If the agenda includes an item of business related to removing an officer of the Board, the agenda shall be provided to each school director at least seven (7) days before the meeting.

The district shall publicly post the agenda for all open meetings of the Board or Board committees at which deliberation or official action may take place no later than twenty-four (24) hours prior to the time of the meeting, as follows:[9]

- 1.__On the district's website.
- 2. At the location of the meeting.
- 3. At the district's administrative office.

The posted agenda shall list each matter of agency business that will or may be the subject of deliberation or official action at the meeting.[9]

Section 5. Regular Meetings

Regular Board meetings shall be public and shall be held at specified places at least once every two (2) months.

Agenda Prepearation

- a. It shall be the responsibility of the Superintendent, in cooperation with the Board President and Vice President, to prepare an agenda of the items of business to come before the Board at each regular open meeting. The agenda, together with all relevant reports, shall be provided to each Board member at least three (3) days before the meeting.
- b. The district shall post the agenda for all open Board meetings and committee meetings at which deliberation or official action may take place no later than twenty-four (24) hours before the meeting. Posting shall be made on the district's website, at the meeting location, and at the district's administrative office.

- c. The agenda shall include a listing of each matter the Superintendent, in collaboration with the President and Vice President, is bringing forth that will or may be a subject of deliberation or official action before the Board at the meeting.
- d. The District shall make available to individuals copies of the agenda to those in attendance at the meeting copies of the agenda.
- e. If (3) three Board Members wish to add an item to the agenda, they should contact the Superintendent in writing (7) days prior to before the meeting. If the item does not have the administrative recommendation, it will be added under the agenda's new/ old business portion of the agenda.

Order of Business

The order of business for regular meetings and special meetings called for general purposes shall be as follows, unless altered by the President or a majority of those present and voting:

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Recording of Attendance
- 4. Motion to Approve Agenda
- 5. Announcement of Executive Session
- 6. Approval of Minutes
- 7. Recognition
- 8. Presentation
- 9. Superintendent's Report
- 10. Courtesy of the Floor to Visitors Agenda Items Only
- 11. Presentation of Bills
- 12. Treasurer's Report
- 13. Education
- 14. Personnel
- 15. Facilities
- 16. Finance
- 17. Updates
- 18. New Business
- 19. Old Business
- 20. Citizens' Inquiries and Comments
- 21. Announcements
- 22. Adjournment

Changes Additions to the Agenda

The agenda may only be modified by majority vote of the Board members present, and in accordance with law.

The Board may deliberate or take official action on matters not included in a posted agenda only under the following circumstances:[11]

<u>Emergencies</u> – The matter of business relates to a real or potential emergency involving a clear and present danger to life or property.[8][11]

Business Arising Within Twenty-Four (24) Hours Prior to the Meeting – The matter of business has arisen within twenty-four (24) hours prior to the meeting, is de minimis (minor) in nature, and does not involve the expenditure of funds or entering into a contract or agreement.[11]

<u>Business Raised by Residents or Taxpayers During the Meeting</u> – When a matter of Board business is raised by a resident or taxpayer during a meeting:[11][12]

-

- 1. The Board may take official action to refer the matter to staff, if applicable, to conduct research and include on a future Board meeting agenda; or
- 2. If the matter is de minimis (minor) in nature and does not involve the expenditure of funds or entering into a contract or agreement, the Board may take official action on the matter.

Majority Vote – During a meeting, the Board may add a matter of business to the posted agenda by a majority vote of the school directors present and voting. The reason for adding an item to the posted agenda must be announced at the meeting before conducting the vote. Once announced and approved by majority vote, the Board may take official action on the item of business. The agenda shall be amended to reflect the new item of business and the amended agenda shall be posted to the district's website and at the administrative office no later than the first business day following the meeting at which the agenda was amended. The unanimous consent procedure may not be used in place of majority vote for this purpose.[11]

The public posting of agenda requirements and rules for adding items to a posted agenda apply to both regular and special open meetings of the Board. These requirements and rules do not apply to:[9][11][13]

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- 1. Conference sessions.
- 2. Executive sessions.

Regular Meetings

Regular Board meetings shall be public and shall be held at specified places at least once every two (2) months.

Section 6. Special Meetings

Special meetings shall be public and may be called for special or general purposes <u>and shall be open except when conducted as an executive session for purposes authorized by law.[2][5][10][15]</u> No business shall be transacted at any special meeting except that named in the call sent to school directors for such special meeting.

The President may call a special meeting at any time and shall call a special meeting upon presentation of the written requests of three (3) Board membersschool directors. Upon the President's failure or refusal to call a special meeting, such meeting may be called at any time by a majority of the Board membersschool directors.

Section 7. Hearing Of The Public Public Participation

A member of the public present at a Board meeting may address the Board in accordance with law and Board policy and procedures for a maximum of five (5) minutes or a time limit at the discretion of the presiding officer.

Section 8. Voting

All motions shall require for adoption a majority vote of those Board members school directors present and voting, except as provided by statute or Board procedures.

<u> -Special Voting Requirements -</u>

All votes on motions and resolutions shall be by voice vote unless an oral roll call vote is requested by the President or another school director.

1. The following Aactions requiringe the unanimous affirmative vote of all members of the Board remaining in office:

^{*}Indicates actions for which the minutes must reflect how each school director voted.

- a) Appointing as Board Secretary a former school director who has resigned, before the expiration of the term from which the director was elected.*[16][17]
- b) Appointing as Solicitor a former school director who has resigned before the expiration of the term from which the director was elected.*[16][17]
- 2. <u>AThe following actions requiringe</u> the <u>recorded</u> affirmative votes of two-thirds of the full membership of the Board:
 - a) Transferring, during the first three (3) months of the fiscal year, budgeted funds set apart or appropriated to a particular item of expenditure.
 *[17][18][19]
 - b) Adding or increasing appropriations to meet an emergency or catastrophe.

 *[17][19]

a)—

- b) Transferring any unencumbered balance, or portion thereof, from one appropriation to another, or from one spending agency to another.
- c) Incurring a temporary debt or borrowing money upon such obligation. *[17][19][22]
- d) To hHire as a teacher a former school director who resigned before the expiration of the term for which the director was elected. *[16][17]
- e) To cConveying land or buildings to certain charities or other public agencies, as permitted by law, without following prescribed valuation procedures or with more favorable financing.-*[17][20]
- f) To dismiss, after a hearing, a tenured professional employee.-*[17][23]
- g) To borrow in anticipation of current revenue.-*[17][24]
- <u>g)h)</u> Adopting or changing textbooks without the recommendation of the Superintendent. *[17][25]
- 3. The following actions require the recorded affirmative votes of two-thirds of those voting in the presence of a quorum:
 - a) Incurring temporary debt to meet an emergency or catastrophe.
 - b) Adopting or changing textbooks without the recommendation of the Superintendent.
- 4. The following actions require the recorded affirmative votes of a majority of the full number of Board members:
 - a) Fixing the length of school term.*[17]
 - b) Adopting textbooks recommended by the Superintendent.*[17][26]
 - c) Appointing the district Superintendent and Assistant Superintendent(s). *[17][27][28]
 - d) Appointing teachers and principals.*[17]

- e) Adopting the annual budget.*[17][29]
- f) Appointing tax collectors and other appointees.*[17][30][31]
- g) Levying and assessing taxes.*[17][32]
- h) Purchasing, selling, or condemning land.*[17]
- i) Locating new buildings or changing the location of existing ones.*[17]
- j) Creating or increasing any indebtedness.*[17]
- k) Adopting planned instruction.[17][33]
- I) Establishing additional schools or departments.*[17]
- m) Designating depositories for school funds.*[17][34][35]
- n) Authorizing the transfer of any unencumbered balance, or portion thereof, from one appropriation to another, or from one spending agency to another during the last nine (9) months of the fiscal year. *[17][19]
- o) Entering into contracts of any kind, including contracts for the purchase of fuel or any supplies where the amount involved exceeds \$100 (including items subject to bid requirements). *[17][36]
- p) Fixing salaries or compensation of officers, teachers, or other appointees of the Board.-*[17]
 - q) Combining or reorganizing into a larger school district.
- r)q) Entering into contracts with and making appropriations to the intermediate unit for the district's proportionate share of the cost of services provided or to be provided by the intermediate unit.*[17]
- s)r)Dismissing, after a hearing, the Superintendent, an Assistant Superintendent, or a non-tenured employeeteacher.*[17][37][38]-
- t)s)Adopting a corporate seal for the district. Calling a special meeting when the President has failed to do so after written request of three (3) members of the Board.[5]
- <u>u)t)</u>Determining the location and amount of any real estate required by the school district for school purposes.*[17][39]
- √)u) Vacating and abandoning property to which the Board has title.*[17][40]
 - w) Determining the holidays, other than those provided by statute, to be observed by special exercises and those on which the schools shall be closed for the whole day.
- x)v) Removing a school director. Approving or denying a charter school application.*[44]
- <u>y)w)</u> Declaring that a vacancy exists on the Board by reason of the failure or neglect of a school director to qualify.[42]
- z)x) Removing an officer of the Board. Approving or denying a multiple charter school organization application.*[45]
- aa)y) Removing an appointee of the Board. Establishing joint schools or departments.*[46]

bb)z) Adopting, amending, or repealing Board policies or procedures.[43] cc)aa) Appointing a school director to fill a vacancy on the Board.*[17][41]

Abstention from Voting

A Board member shall abstain from voting when required to pursuant to the Public Official and Employee Ethics Act and/or when a relative, as defined in the School Code, is recommended for appointment to or dismissal from a teaching position. A Board member abstaining from voting shall, prior to the vote being taken, publicly announce and disclose the nature of her/his interest and shall submit to the Board Secretary a written memorandum describing the nature of the conflict. Such memorandum shall be a public record attached to the Board minutes.

A school director shall be required to abstain from voting when the issue involves either one of the following:

1. Conflict of interest under the Ethics Act. [47][48][49]

Prior to the vote being taken, the school director shall verbally disclose the nature of the conflict in public, and shall also provide the Board Secretary with a written memorandum stating the nature of the conflict, which shall be attached to the Board minutes as a public record.

Conflict of interest - use by a public official of the authority of their office or any confidential information received through holding public office for the private pecuniary benefit of the public official, a member of their immediate family or a business with which the public official or a member of their immediate family is associated. The term does not include an action having a de minimis economic impact or which affects to the same degree a class consisting of the general public or a subclass consisting of an industry, occupation or other group which includes the public official, a member of their immediate family or a business with which the public official or a member of their immediate family is associated.[47]

<u>De minimis economic impact</u> – an economic consequence which has an insignificant effect.[47]

Immediate family – parent, spouse, child, brother or sister.[47]

<u>Business with which associated</u> – any business in which the person or a member of the person's immediate family is a director, officer, owner, employee or has a financial interest.[47]

2. Relative recommended for appointment to or dismissal from a teaching position.[23][50]

Relative – father, mother, brother, sister, husband, wife, son, daughter, stepson, stepdaughter, grandchild, nephew, niece, first cousin, sister-in-law, brother-in-law,

uncle, or aunt.

The Board is encouraged to seek the guidance of the district solicitor or the State Ethics Commission for guestions related to conflict of interest. [48][49]

Section 9. Minutes

The Board shall cause to be made and shall retain as a permanent record of the district, minutes of all open Board meetings. Said minutes shall be comprehensible and complete and shall show: [51][52]

- 1. The date, place, and time of the meeting;
- 2. The names of Board members present;
- 3. The presiding officer;
- 4. The substance of all official actions;
- 5. Actions taken;
- Recorded votes and a record by individual members of all roll call votes taken.;
 and; [53]
- 7. The names of all residents who appeared officially and the subject of their subject or comment;
- 8. Matters added to the posted agenda upon a majority vote of the Board, including the substance of the matter, the reason for the addition to the agenda, and the recorded vote, where applicable. [9][11]

The Board Secretary shall provide each Board member with a copy of the minutes of the last meeting no later than three (3) days prior to the next regular meeting. [1]

The minutes of Board meetings shall be approved at the next succeeding meeting and signed by the Board Secretary. [54]

Notations and any tape or audiovisual recordings shall not be the official record of an open Board meeting but may be available for public access, upon request, in accordance with Board policy. Any notations and/or audiovisual recordings of a Board meeting shall be retained and disposed of in accordance with the district's records retention schedule. [1][55][56]

Section 10. Adjournment Recess/Reconvene

The Board may at any time recess or <u>adjournreconvene</u> to a reconvened meeting at a specified date and place, upon the majority vote of those present. The reconvened meeting shall <u>immediately</u> take up its business at the point in the agenda where the motion to adjourn was acted upon. Notice of the <u>rescheduled reconvened</u> meeting shall be given as provided in Board policy. [8][9][57]

Section 11. Executive Session

The Board may hold an executive session, which is not an open meeting, before, during, at the conclusion of an open meeting, or at some other time. The presiding officer shall announce the reason for holding the executive session; the announcement can be made at the open meeting prior to or after the executive session. [13][15][58]

The Board may discuss the following matters in executive session:

- 1. Employment issues;
- Labor relations;
- 3. Purchase or lease of real estate;
- 4. Consultation with an attorney or other professional advisor regarding potential litigation or identifiable complaints that may lead to litigation;
- 5. Matters that must be conducted in private to protect a lawful privilege or confidentiality; and
- 6. School safety and security, of a nature that if conducted in public, would:[15]
 - <u>a)</u> Bbe reasonably likely to impair the effectiveness of school safety measures or
 - 6.b) eCreate a reasonable likelihood of jeopardizing the safety or security of an individual or a school building, public utility, resource, infrastructure, or information storage system.

Official actions based on discussions held in executive session shall be taken at a open meeting.

Section 12. Work Sessions

The Board may meet as a Committee of the Whole in an open meeting to vote on or to discuss issues. Public notice of such meetings shall be made in accordance with Board policy.-[2][57]

A meeting of the Committee of the Whole, not regularly scheduled, may be called at any time by the President; the President shall call such a meeting when requested to do so by Board members school directors. Public notice of the meeting shall be made by the Board Secretary in accordance with law and Board Board Policyprocedures.

The Board Secretary shall provide notice of a meeting of the Committee of the Whole as per the notice provisions of in accordance with Board Pprocedures. [8][9][57]

Section 13. Committee Meetings

Standing cCommittee meetings may be called at any time by the committee chairperson, with proper public notice, or when requested to do so by majority of the members of the committee. [8][9][57]

A majority of the total membership of a committee shall constitute a quorum.

Unless held as an executive session, <u>standing</u> committee meetings shall be open to the public, other <u>school directors</u> <u>Board members</u>, and the Superintendent. [2]

A majority of the committee or the chairperson may invite Board, employees, consultants or other persons who have special knowledge of the are under investigation discussion.

Legal References

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65 Pa. C.S.A. §§ 701, 703, 705, 706, 707, 708, 709 65
Pa. C.S.A. §§ 701, et seq.
24 P.S. 2-212, 2-224, 3-324, 4-405, 4-408, 4-421, 4-422, 4-423, 4-426, 4-427, 4-428, 4-433, 5-508, 5-514, 5-518, 6-609, 6-621, 6-634, 6-671, 6-687, 7-702, 7-707, 7-708, 8-803, 10-1071, 10-1075, 10-1076, 10-1077, 10-1080, 11-1111, 11-1129, 15-1503
Board Policy
003, 004, 005, 006, 107, 108, 604, 605, 606, 610, 903
1. 24 P.S. 407
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- 2. 65 Pa. C.S.A. 701 et seq
- 3. 24 P.S. 422
- 4. 24 P.S. 405
- 5. 24 P.S. 426
- 6. 24 P.S. 427
- 7. 24 P.S. 428
- 8. 65 Pa. C.S.A. 703
- 9. 65 Pa. C.S.A. 709
- 10. 24 P.S. 423
- 11. 65 Pa. C.S.A. 712.1
- 12. Pol. 903
- 13. 65 Pa. C.S.A. 707
- 14. 24 P.S. 421
- 15. 24 P.S. 425
- 16. 24 P.S. 324
- 17. 24 P.S. 508
- 18. 24 P.S. 609
- 19. 24 P.S. 687
- 20. 24 P.S. 707
- 21. 24 P.S. 671
- 22. 24 P.S. 634
- 23. 24 P.S. 1129
- 24. 24 P.S. 640
- 25. 24 P.S. 803
- 26. Pol. 108
- 27. 24 P.S. 1071
- 28. 24 P.S. 1076
- 29. Pol. 604
- 30. Pol. 005
- 31. Pol. 606
- 32. Pol. 605
- 33. Pol. 107

- 34. 24 P.S. 621
- 35. Pol. 608
- 36. Pol. 610
- 37. 24 P.S. 1080
- 38. 24 P.S. 514
- 39. 24 P.S. 702
- 40. 24 P.S. 708
- 41. 24 P.S. 315
- 42. Pol. 004
- 43. Pol. 003
- 44. 24 P.S. 1717-A
- 45. 24 P.S. 1729.1-A
- 46. 24 P.S. 1701
- 47. 65 Pa. C.S.A. 1102
- 48. 65 Pa. C.S.A. 1103
- 49. Pol. 827
- 50. 24 P.S. 1111
- 51. 24 P.S. 518
- 52. 65 Pa. C.S.A. 706
- 53. 65 Pa. C.S.A. 705
- 54. 24 P.S. 433
- <u>55. Pol. 800</u>
- 56. Pol. 801
- 57. Pol. 006
- 58. 65 Pa. C.S.A. 708
- 24 P.S. 224
- 24 P.S. 408
- 24 P.S. 1075
- <u>24 P.S. 1077</u>
- 65 Pa. C.S.A. 1101 et seq
- Pol. 612

Saucon Valley School District

Policy

Title – 216.1 Supplemental Discipline Records

Section - 200 Pupils

Adopted – October 27, 2009

Revised -

Content

Authority

The school district shall maintain required records concerning **students** adjudicated **delinquent** and transfer students disciplined for offenses involving weapons, alcohol, drugs and violence on, **or within 1,500 feet of,** school property.[1][2][3][4][5]

Guidelines

Records/Information Regarding Students Who Have Been Adjudicated Delinquent

The building principal or designee shall receive from the court, through the juvenile probation department office, information concerning the adjudication of an enrolled student. The information may Such report shall include, but not be limited to, the name and address of the student, a description of the delinquent acts committed by the student and the disposition of the case. If the student is adjudicated delinquent of a felony offense, the building principal or designee may receive additional information, including but not limited to juvenile probation or treatment reports pertaining to the adjudication, prior delinquent history and the supervision plan. Other information may be provided as deemed necessary by the juvenile probation office unless restricted by a court order or other applicable law or regulation. [4][5]

Upon receipt, the building principal or designee shall send a written acknowledgement to the juvenile probation office of the receipt of the information, including acknowledgement of the requirements and restrictions of the district regarding such information.[5]

The building principal must or designee shall share this information with the student's teacher and the principal of another school to which the student may transfer. **The**

information shall be used for the limited purposes of protecting school personnel and students, and arranging for appropriate counseling and education for the student.[4][5]

The information may be used for school disciplinary decisions only if: the student was under the supervision of the Board at the time of the incident; the act(s) took place within 1,500 feet of school property; and the school has complied with all other statutory, regulatory and constitutional provisions relative to the imposition of school discipline.[4][5][6][7][8][9]

The information received from the juvenile probation office Required reports concerning an adjudicated student shall be maintained separately from the student's official school record.[4][5]

Records Regarding Student Enrollment - Sworn Statement or Affirmation Related to Disciplinary Exclusions

Upon registration and prior to admission to the school district, the parent/guardian or person having charge of the student shall provide a **signed** sworn statement or affirmation stating whether the student previously was or presently is suspended or expelled from any public or private school for an offense involving weapons, alcohol or drugs; willful infliction of injury to another person; **sexual assault**; or any act of violence committed on school property. The statement shall include the dates of suspension or expulsion and the name of the school from which the student was suspended or expelled for these reasons.[1][8][10][11]

The sworn statement or affirmation shall include the signature of the parent/guardian or person having charge of the student and they Parents/Guardians shall be informed that any willful false statements concerning this registration shall be a misdemeanor of the third degree.[1]

This registration statement shall be maintained as part of the student's disciplinary record.

Transfer of Disciplinary Records

Transfer Into the District -

When a student transfers to a district school from another school district, a nonpublic school, or other school within this district, the district shall obtain request a certified copy of the student's disciplinary record from the school from which the student is transferring. The sending school shall have ten (10) days from receipt of the request to provide the disciplinary record. This record shall be maintained as part of the student's disciplinary record and shall be available for inspection as required by law and Board policy.[2][12]

Transfer From the District -

When a student transfers from a district school to another school district, a nonpublic school or other school within the district, the district shall transmit a certified copy of the student's disciplinary record within ten (10) days of receiving the request from the school to which the student has transferred. A copy of the notice initially provided by the juvenile probation office to the district shall also be provided to the school to which the student has transferred.[5]

The building principal or designee shall maintain a log of all individuals from other school districts to whom this information is subsequently provided, and shall inform the juvenile probation office upon providing this information to officials from other schools outside the district.[5]

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Legal References

1. 24 P.S. 1304-A

2. 24 P.S. 1305-A

3. 24 P.S. 1307-A

4. 42 Pa. C.S.A. 6341

5. 237 PA Code Rule 163

6. Pol. 113.1

7. Pol. 218

8. Pol. 218.3

9. Pol. 233

10. 24 P.S. 1318.1

11. Pol. 200

12. Pol. 216

20 U.S.C. 1232g

20 U.S.C. 7118

Pol. 113.4

Saucon Valley School District

Policy

Title – 251 Students Experiencing Homelessness, Foster Care, and Other Educational Instability

Section – 200 Pupils

Adopted – October 11, 2022

Revised – July 25, 2023

Content

Purpose

The Board recognizes the challenges encountered by students experiencing homelessness, foster care and other educational instability. The Board is committed to facilitating the immediate enrollment, eliminating barriers to attendance, education and graduation; and providing additional supports in compliance with federal and state law, regulations and Board policy, for such students.[1][2][3][4][5][6][7][8]

Authority

The Board directs the district to collaborate with school staff, other school districts, local agencies and other entities in supporting the needs of students experiencing educational instability.

The Board shall ensure that students experiencing educational instability have equal access to the same educational programs, activities and services provided to other district students.[1][2][3][4][5][6][7]

The Board authorizes the Superintendent to waive specific requirements in Board policies, procedures and administrative regulations to the extent that they create barriers for the enrollment and attendance of students experiencing educational instability. Such waivers include, but are not limited to, requirements regarding:[1][2][3][4][5][6][7]

- 1. Dress code. [9]
- 2. Transportation. [10]
- 3. School-sponsored or extracurricular activities for which students meet placement and qualification requirements, including, but not limited to, clubs, athletics, performing arts, class trips, social events, career and technical education, internships and specialized classes. [11][12][13][14][15][16][17]

- 4. Fees related to school-sponsored or extracurricular activity participation fees, and other fees including, but not limited to, school identification (badges, cards, etc.), uniforms, materials, lost or damaged items, athletic physical exams, parking or driving, food services, library, locker or padlock rental or replacement, summer school or credit recovery, technology and graduation regalia.[9][13][14][15][18][19][20][21][22]
- 5. Graduation. [19]
- 6. Registration deadlines.

It is the policy of the Board that no student shall be discriminated against, segregated or stigmatized based on their status as a student experiencing educational instability.

Definitions

Student Experiencing Educational Instability means a student who has experienced one (1) or more changes in school enrollment during a single school year due to any of the following:[4]

- 1. Homelessness.[1][3][7]
- 2. An adjudication of:[23][24]
 - a. Dependency relating to child protective services and juvenile matters;
 - b. Delinquency, if disclosed by the student's parent/guardian; or
 - c. As part of court-ordered services under a voluntary placement or custody agreement.

A student experiencing foster care may also qualify as a student experiencing educational instability as defined above, if such circumstances apply. [25]

Enroll or Enrollment means attending classes and participating fully in school activities.[26]

Additional costs means the difference between what the district spends to transport a resident student to the student's assigned school and the cost to transport a child in foster care to the child's school of origin.

Foster care means twenty-four (24) hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes,

foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions and pre-adoptive homes. A child is in foster care in accordance with this definition regardless of whether the foster care facility is licensed and payments are made by the state, tribal or local agency for the care of the child, whether adoption subsidy payments are being made prior to the finalization of an adoption or whether there is federal matching of any payments that are made. [25]

Homeless children and youths means individuals who lack a fixed, regular and adequate nighttime residence, and includes:[26]

- 1. Children and youths who are:
 - a. Sharing the housing of other persons due to loss of housing, economic hardship or a similar reason;
 - b. Living in motels, hotels, trailer parks or camping grounds due to lack of alternative adequate accommodations;
 - c. Living in emergency, transitional or domestic violence shelters; or
 - d. Abandoned in hospitals;
- 2. Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
- 3. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations or similar settings;
- 4. Migratory children who qualify as homeless because they are living in circumstances described above: and
- 5. School-aged parents living in houses for school-aged parents if they have no other available living accommodations.

School of origin is the school in which the student experiencing educational instability was last enrolled.

- The school of origin for a *homeless child or youth* the last-school in which the homeless child or youth was enrolled when permanently housed or the school in which the-homeless child or youth was last enrolled, including preschool.[27]
- The school of origin for a *child in foster care* the school in which a child is enrolled at the time of placement in foster care. If a child's foster care placement

changes, the school of origin is the school the child is attending immediately prior to each change in placement.[8]

 When the homeless child or youth, or child in foster care, completes the final grade level served by the school of origin, the school of origin shall become the designated receiving school at the next grade level for all feeder schools.

Unaccompanied youth means a homeless child or youth not in the physical custody of a parent or guardian. This includes youth who have run away from home; been abandoned or forced out of home by a parent, guardian or other caretaker; or separated from a parent or guardian for any other reason.[26]

Delegation of Responsibility

The Board designates the Superintendent or designee to serve as the district's point of contact for students experiencing educational instability.[4][5][27]

The name and contact information of the district's point of contact shall be included in the student's education records and provided to the student's education decision maker.[4]

The district's point of contact shall ensure outreach and coordination with the following, as appropriate to each individual student's needs:[4][5][27]

- 1. Local children and youth agency to:
 - a. Establish formal mechanisms to ensure that the district is promptly notified when a child enters foster care or changes foster care placements;
 - b. Develop a protocol on how to make best interest determinations; and
 - c. Develop and coordinate transportation procedures.
- 2. Other local service agencies and entities that provide services to students experiencing educational instability.
- 3. Other school districts on issues of prompt identification, transfer of records, transportation and other inter-district activities.
- 4. District staff responsible for the provision of services under Section 504 of the Rehabilitation Act and the Individuals with Disabilities Education Act. [11] [28]
- 5. State and local housing agencies responsible for comprehensive housing affordability strategies.

The district's point of contact, in consultation with the school counselor, school social worker, home and school visitor or school psychologist and the student's Individualized Education Program (IEP) team or Section 504 Team, shall:[4]

- 1. Facilitate the student's expedited consultation with the school counselor or other mental health professionals, as appropriate.
- 2. Facilitate the prompt placement of the student in appropriate courses.
- Connect the student with educational services that meet the student's specific needs.
- 4. Immediately request the prior school entity, county agency and the student's education decision maker to provide the complete student information and records, including an IEP or Section 504 service agreement, if applicable. Within ten (10) business days, the prior school entity located within Pennsylvania, including schools with residential placements, shall provide the requested information and records to ensure proper transfer of course credits, grades and an IEP or Section 504 service agreement, if applicable.
- 5. Develop and execute a graduation plan in collaboration with the student in grades nine (9) through twelve (12). The graduation plan shall be customized to meet the specific needs of the student and shall detail the courses necessary for on-time graduation and transition to postsecondary education or the workforce. The graduation plan shall be included in the student's education records.

Additional Responsibilities to Support Homeless Students -

The district's point of contact shall ensure that public notice of the educational rights of homeless children and youths is disseminated in locations frequented by parents/guardians of homeless children and youths, and unaccompanied youths, including schools, shelters, public libraries and soup kitchens. Such notice shall be provided in a manner and form understandable to the parents/guardians of homeless children and youths, and unaccompanied youths.[27]

The district's point of contact shall provide reliable, valid and comprehensive data to the Coordinator of Pennsylvania's Education for Children and Youth Experiencing Homelessness (ECYEH) Program in accordance with federal and state laws and regulations.[27]

Training

The district's point of contact shall provide professional development and training to school staff on the education needs of students experiencing educational instability.

Additional Training to Support Homeless Students -

The district's point of contact shall participate in professional development programs and other technical assistance activities offered by the Coordinator of Pennsylvania's Education for Children and Youth Experiencing Homelessness Program.[27]

The district's point of contact shall arrange professional development programs for school staff, including office staff.[27]

School personnel providing services to homeless children and youths, including school enrollment staff, shall receive professional development and support to:[27]

- Improve identification of homeless children and youths and unaccompanied youths;
- 2. Understand the rights of such children, including requirements for immediate enrollment and transportation; and
- 3. Heighten the awareness of, and capacity to respond to, the educational needs of such children.

Guidelines

Students enrolled in this district experiencing educational instability shall be provided support and services, as appropriate to each individual student's needs, in accordance with Board policy.[4]

Minimal documentation shall be required for a student experiencing educational instability to qualify for supports and services. Information used to determine that a student is experiencing educational instability may be confirmed verbally, in writing or by another manner by shelter providers, outreach workers, case managers, juvenile probation officers and others.

Parents/Guardians and students have the authority to determine what information shall be shared with the district.

Information related to the student's educational instability status shall be confidential and disclosed by the point of contact or other administrators only to other school staff who have a legitimate need to know unless authorized by the student or parent/guardian. [29][30]

Enrollment

Except when an unaccompanied youth or the parents/guardians of a homeless youth request otherwise, it shall be presumed that a student experiencing educational instability shall continue to be enrolled in their school of origin unless it is determined that it is not in the student's best interest to remain in the school of origin.[5][27]

In accordance with the homeless child's or youth's best interest, the district shall continue to enroll a homeless student in the student's school of origin within the district while the student remains homeless and through the end of the academic year in which the student obtains permanent housing.[27]

An unaccompanied youth or the parents/guardians of a homeless student may request enrollment in any grade-appropriate school within the district regardless of the district attendance area where the student is actually living or a school of origin in another district.[27]

The district's **point of contact** shall assist an unaccompanied youth in placement or enrollment decisions, giving priority to the views of the student in determining where the student will be enrolled.[27]

Best Interest Determination -

The best interest determination shall be made in accordance with federal and state laws and regulations, court orders and established local procedures.

In making a best interest determination, the district shall: [5][27]

- 1. In the case of a homeless child or unaccompanied youth, give priority to the request of the parent/guardian or unaccompanied youth.
- 2. Consider student-centered factors related to impact of mobility on achievement, education, appropriateness of the current educational setting, health and safety, and proximity to living arrangements including foster care placement.

The cost of transportation shall not be used as a factor in the best interest determination

Documentation related to the best interest determination shall be maintained in the student's education record. [29][30]

Timeliness of Enrollment -

When a school receives a student experiencing educational instability, the school shall immediately enroll the student and begin instruction, even if:[4][5][7][29][30][31][32][33][34][35]

- 1. The student is unable to produce records normally required for enrollment.[27][31]
- 2. The application or enrollment deadline has passed. [27][31][32]

The district's point of contact shall immediately contact the school last attended by the student to obtain relevant academic or other records.[27]

The district may require a parent/guardian to submit contact information.

Grade Level Assignment -

If the district is unable to determine the student's grade level due to missing or incomplete records, the district may administer tests or utilize appropriate means to determine the student's assignment within the school.[36]

Dispute Resolution

If a dispute involving a student experiencing educational instability arises, the concern shall be addressed and/or resolved at the lowest appropriate level in accordance with Board policy, unless otherwise stated below. [37]

Dispute Resolution for Homeless Students -

If the district determines that it is not in the student's best interest to attend the school of origin or the school requested by the unaccompanied youth or parent/guardian, the district shall provide the unaccompanied youth or parent/guardian with a written explanation of the reasons for its determination. The explanation shall be in a manner and form understandable to the unaccompanied youth or parent/guardian and shall include information regarding the right to appeal.[27]

If a dispute arises over eligibility, enrollment or school selection: [27]

- 1. The parent/guardian or unaccompanied youth shall be referred to the district's point of contact, who shall assist in the dispute resolution process.
- 2. The student shall be immediately enrolled in the school in which enrollment is sought, pending final resolution of the dispute, including all available appeals.
- 3. The district's point of contact shall issue a written decision of the dispute within twenty (20) business days of being notified of the dispute.

A parent/guardian or unaccompanied youth may file a complaint with the Coordinator of Pennsylvania's Education for Children and Youth Experiencing Homelessness Program.

Dispute Resolution for Students in Foster Care -

If a dispute arises over the appropriate school placement for a child in foster care, to the extent feasible and appropriate, the child shall remain in their school of origin, pending resolution of the dispute.[2][38]

Students Discharged From Foster Care

A student who has been discharged from foster care may be permitted to finish the school year in this district, if appropriate, without payment of tuition.

Education Records

Information about a student's educational instability shall be treated as a student education record subject to the protections of the Family Educational Rights and Privacy Act (FERPA), and shall not be deemed to be directory information.[29][30][39]

The district may disclose personally identifiable information from the education records of a student without written consent of the parent/guardian or the eligible student if the disclosure is:[29][30][39]

- To comply with a court order authorizing the disclosure of education records in a case where a parent is a party to a proceeding involving child abuse or neglect or a dependency matter.
- 2. To an agency caseworker or other representative of a state or local child welfare agency, or tribal organization, who has the right to access a student's case plan, as defined and determined by the state or tribal organization, when such agency or organization is legally responsible, in accordance with state or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the state or tribal laws applicable to protecting the confidentiality of a student's education records.

Comparable Services

Students experiencing educational instability shall be provided services comparable to those offered to other district students including, but not limited to:[3][27][40]

1. Transportation services. [10]

- 2. School nutrition programs. [21]
- 3. Career and technical education. [12]
- 4. Educational programs for which the student meets the eligibility criteria, such as:
 - a. Services provided under Title I or similar state or local programs. [41]
 - b. Programs for English Learners. [42]
 - c. Programs for students with disabilities. [11]
 - d. Programs for gifted and talented students. [16]

Transportation for Homeless Students -

The district shall provide transportation for homeless students to their school of origin or the school they choose to attend within the district.[3][10][27]

If the school of origin is outside district boundaries or homeless students live in another district but will attend their school of origin in this district, the school districts shall agree upon a method to apportion the responsibility and costs of the transportation.[27]

Transportation for Students in Foster Care –

The district shall ensure that children in foster care needing transportation to their school of origin promptly receive transportation in a cost-effective manner.[6][10]

To ensure that transportation for children in foster care to their school of origin is provided, arranged, and funded, the district shall collaborate with the local children and youth agency to develop a local transportation plan.[6]

The transportation plan shall address the following:[6]

- 1. The procedure the district and local children and youth agency will follow to provide transportation for children in foster care in a cost-effective manner and in accordance with applicable law.[8]
- 2. How transportation costs will be covered if additional costs are incurred. Options include:
 - a. The local children and youth agency agrees to reimburse the district;
 - b. The district agrees to pay for the cost;[6]

- c. The district and the local children and youth agency agree to share the costs; or
- d. The district of origin, the district of foster residence, and the placing children and youth agency agree to share the costs.
- Dispute resolution procedures to ensure that any disagreements regarding the
 cost of transportation are resolved promptly and fairly, and do not impact a
 student's ability to remain in the school of origin during the dispute resolution
 process.

The district shall submit the local transportation plan, including any updates or revisions, to the Pennsylvania Department of Education.

Transportation shall be provided to children in foster care in accordance with the local transportation plan regardless of whether transportation is provided to district students.

Course Credit and Graduation

The district shall ensure that each student experiencing educational instability in grades nine (9) through twelve (12) is provided with a graduation plan to facilitate the student's timely graduation. The graduation plan shall specify the courses and other requirements necessary for the student to graduate. The district's efforts to ensure that the student experiencing educational instability graduates in a timely manner may include: [4][5][6]

- Waiving a specific course required for graduation if similar coursework has been satisfactorily completed in another school entity or the student has demonstrated competency in that content area. Evidence as to whether coursework has been satisfactorily completed and the amount of full or partial credit assigned, may be determined through any of the following:[4][19]
 - a. Competency demonstration, which could include, but is not limited to:
 - i. Submission of an essay, presentation or project.
 - ii. Recognition that the student has already successfully completed a higher-level course, an experiential learning opportunity or internship that demonstrates competence in the content area.
 - b. Performance on an examination.
 - c. Successful completion of a career and technical education course.
 - d. Other evidence or method determined appropriate by the district.

- 2. If a specific course requirement cannot be waived, the district shall provide an alternative or modified course of study that is currently offered to students and that will assist the student with acquiring the required work or competency requirements by the anticipated graduation date.
- 3. If, after considering full and partial course credits, waiving courses or providing alternative courses of study, the district determines that the student meets the established graduation requirements, the student shall be allowed to participate in the graduation ceremony and graduate with their peers.

If the student is determined not eligible for graduation, the district may request a high school diploma from the prior school entity. The prior school entity may issue a diploma if the student meets the prior school entity's graduation requirements.

Keystone Diploma –

In any school year for which demonstration of proficiency on a Keystone exam is required for graduation, a student who has successfully satisfied the graduation requirements may obtain a secondary school diploma known as the Keystone Diploma from the PA Department of Education, if both of the following provisions apply:[4][43]

- 1. All other graduation options have been exhausted.
- 2. The student is unable to obtain a diploma from the student's prior or receiving school entity.

The district's point of contact shall assist the student in determining the student's eligibility for a Keystone Diploma and, if eligible, obtaining the Keystone Diploma from the PA Department of Education. [4][43]

Students with Disabilities –

Students experiencing educational instability who have an IEP shall maintain the right to special education and the right to graduate either through attainment of credits or through the completion of the goals established in their IEP in accordance with applicable law, regulations, Board policy, administrative regulations and state guidance.. [11][19]

Students with an IEP may elect to remain in school until age twenty-one (21) even if the district determines there is an earlier pathway to graduation. Such students may participate in the graduation ceremony with their current graduating class, even if the student elected to remain in school. [19]

Legal References

- 1. 22 PA Code 11.18
- 2. 24 P.S. 1305
- 3. 24 P.S. 1306
- 4. 24 P.S. 1331.1
- 5. 20 U.S.C. 6311
- 6. 20 U.S.C. 6312
- 7. 42 U.S.C. 11431 et seq
- 8. 42 U.S.C. 675
- 9. Pol. 221
- 10. Pol. 810
- 11. Pol. 113
- 12. Pol. 115
- 13. Pol. 121
- 14. Pol. 122
- 15. Pol. 123
- 16. Pol. 114
- 17. Pol. 231
- 18. Pol. 124
- 19. Pol. 217
- 20. Pol. 223
- 21. Pol. 808
- 22. Pol. 110
- 23. 23 Pa. C.S.A. 6301 et seq
- 24. 42 Pa. C.S.A. 6301 et seq
- 25. 45 CFR 1355.20
- 26. 42 U.S.C. 11434a
- 27. 42 U.S.C. 11432
- 28. Pol. 103.1
- 29. Pol. 113.4
- 30. Pol. 216
- 31. Pol. 200
- 32. Pol. 201
- 33. Pol. 203
- 34. Pol. 204

- 35. Pol. 209
- 36. Pol. 206
- 37. Pol. 906
- 38. Pol. 202
- 39. 20 U.S.C. 1232g
- 40. Pol. 146
- 41. Pol. 918
- 42. Pol. 138
- 43. 24 P.S. 121
- 20 U.S.C. 6301 et seq
- 22 PA Code 403.1
- 34 CFR Part 99
- 67 Fed. Reg. 10698

PA Education for Homeless Children and Youth State Plan

Basic Education Circular, August 1, 2022: Act 1 of 2022 - Assisting Students Experiencing Education Instability

Ensuring Educational Stability for Foster Care Youth - Transportation Plan Guide



Date: November 3, 2023

To: Saucon Valley Board of Education

From: Saucon Valley Foundation for Educational Innovation

Re: Small Grant Awards & 21st Century Award

The Saucon Valley Foundation for Educational Innovation is pleased to offer six small grants and one 21st Century grant for your approval:

SMALL GRANTS

F23-001 Big Panthers, Little Panthers (\$2,900.00)

This grant is awarded to the team of Braxmeier, Bath, Faulkner, Suriel, Dennington & Brodhead in the Elementary and High Schools. The award in the amount of \$2,900.00 will affect students participating in the Big Panthers, Little Panthers mentoring program, approximately 100. The funding will be used to purchase art supplies used during meetings and admission tickets for the year-end field trip to Free Fall.

F23-002 Strength & Conditioning (\$2,875.00)

This grant is awarded to Donna Ellis in the High School. The award in the amount of \$2,875.00 will affect all students participating in the Strength & Conditioning class, approximately 90-125 per year. With the acquisition of 24 Polar Heartrate Monitors and 4 TRX Pro4 Runner Bundles the students will receive real time data that connects to personal devices (iPads) allowing them to determine performance metrics and make modifications to exercise plans. The equipment will contribute to better exercise routines and safe personal habits.

F23-003 Mountain Bikes (\$3,000.00)

This grant is awarded to Phillip Russell in the Middle School. The award in the amount of \$3,000.00 will affect all students participating in the Mountain Bike unit, approximately 150-180 per year. With the acquisition of 5 additional mountain bikes the entire class can participate in the unit teaching students how to ride and maintain bikes. In addition, students will learn how to complete a pre-ride check ensuring readiness for the trail.

F23-004 World Music-Harp (\$1,355.00)

This grant is awarded to Lauren Sakasitz in the Middle School. The award in the amount of \$1,355.00 to purchase a Harp will affect all middle school students during the related arts music rotation. The Harp provides students the opportunity to learn a unique instrument few have access; the learning objectives of the harp will be to incorporate musical concepts of pentatonic and melodic composition, accompaniment and improvisation.



F23-005 Harness Safe Music Making (\$2,830.00)

This grant is awarded to Kaela Bitting in the High School. The award in the amount of \$2,830.00 will affect students participating in the Marching Band. The proper equipment will allow percussion students to participate safely and provided them the opportunity to physically demonstrate advanced performance skills.

21st CENTURY FUNDING

Middle School Robotics Club (\$925.90)

The funding of \$925.90 provided to Robert Svitilla for Middle School Robotics Club, will enroll the club into the 2023-2024 FIRST Lego League Challenge and purchase the materials required to compete. The Lego League competition has teams of students who engage in research, problem-solving, coding and engineering – building and programming a LEGO robot that navigates the missions of a Robot Game. As part of the Challenge, teams also design an innovative solution to a real-world problem relevant to the theme.

Respectfully,

Kathleen Dettmar

Kathleen Dettmar SVFEI Treasurer

Cc: Jamie Vlasity, Superindent

David Bonenberger, Business Manager

Saucon Valley School District

Regular Meeting of the Board of Education November 14, 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 24, 2023
- VII. Recognition High School Girls Cross Country Team
- VIII. Presentations –
- A. Fall Sports Recap Amy Virden
- B. District Facility Usage James Deegan
- IX. Superintendent's Report Jaime Vlasaty, Superintendent
- X. Courtesy of the Floor to Visitors Agenda Items Only Visitors should state their name and address.

AGREEMENT

THIS AGREEMENT made this _____ day of ______, 2023 by and between the BOARD OF SCHOOL DIRECTORS OF THE SAUCON VALLEY SCHOOL DISTRICT, a Pennsylvania school district, with its principal offices located at 2097 Polk Valley Road, Hellertown, PA 18055 (hereinafter referred to as "District" or "Board") and DAVID J. BONENBERGER (hereinafter referred to as "Bonenberger" or "Director of Fiscal and Operations Management", or for purposes of this Agreement, "Director").

WITNESSETH:

WHEREAS, the Board by action dated ______, has voted to employ David J. Bonenberger as Director of Fiscal and Operations Management for the time period of July 1, 2024 through June 30, 2032; and

WHEREAS, the Board desires to provide Bonenberger with a written Employment Agreement in order to: (1) enhance administrative stability and continuity within the District, which the Board believes generally improves the quality of its overall educational, fiscal, and operational program; and (2) to memorialize the job responsibilities of the Director of Fiscal and Operations Management; and

WHEREAS, this Agreement is written consistent with the provisions of Section 10-1089 of the Public School Code of 1949; and

WHEREAS, the purpose of this Agreement is for the parties to set forth the understandings governing compensation and fringe benefits reached between DISTRICT and DIRECTOR.

NOW, THEREFORE, the parties intending to be legally bound, based upon the mutual considerations and covenants herein, agree as follows:

1. TERM

DISTRICT, in consideration of the promises herein contained by DIRECTOR, hereby employs, and DIRECTOR hereby accepts employment as DIRECTOR OF FISCAL AND OPERATIONS MANAGEMENT for a term commencing July 1, 2024 through June 30, 2032 and every five years thereafter unless this contract is terminated in accordance with the provisions of Paragraph Ten (10) hereof or if the DISTRICT notifies DIRECTOR prior to 150 days before the end of this contract of its intent not to renew the contract for a subsequent period. If the DIRECTOR is not notified 150 days prior to the termination of this contract, his employment will be rolled over into another five-year contract.

2. PROFESSIONAL SERVICES

During the term of this Employment Contract, in consideration of the employment, compensation, and other conditions and benefits set forth herein, the DIRECTOR shall put forth his best efforts; shall provide quality professional services; and, shall faithfully perform the duties and discharge the responsibilities assigned to him as DIRECTOR OF FISCAL AND OPERATIONS MANAGEMENT. The DIRECTOR shall provide twelve (12) months of full and regular service each year.

3. RESPONSIBILITIES

The following shall be the responsibilities of the DIRECTOR OF FISCAL AND OPERATIONS MANAGEMENT:

- (a) The DIRECTOR shall diligently and conscientiously devote full and exclusive time and attention, and best efforts, to the discharge of duties as a DIRECTOR in the District.
- (b) The DIRECTOR shall report to and be under the direct supervisor of the Superintendent of Schools, who shall act as the Chief Executive Officer and Chief Administrative Officer of the District.
- (c) The DIRECTOR shall carry out those duties and responsibilities assigned to the DIRECTOR by the Superintendent.
- (d) The DIRECTOR will act as the District's Business Manager under Section 1089 of the Public School Code and shall perform his duties in accordance with the provisions of the School Code and the policies and directives of the Board of School Directors duly adopted and promulgated by official action of the Board.
- (e) The DIRECTOR shall oversee, and be supervisor to, the Food Service Coordinator, Assistant Business Manager, Supervisor of Campus Operations, and Database Specialist.
- (f) The DIRECTOR shall oversee all child accounting responsibilities in the District.
- (g) The DIRECTOR shall oversee all human resource job responsibilities involving non-professional employees in the District. This also includes all health benefit eligibility issues, FMLA eligibility, and insurances for all employees.

4. PROFESSIONAL GROWTH OF DIRECTOR

DISTRICT encourages the continuing professional growth of DIRECTOR through his participation, as he might decide in light of his responsibilities as DIRECTOR, in:

(a) the operations, programs, and other activities conducted or sponsored by local, state, and national school administrator and school board associations;

- (b) seminars and courses offered by public or private educational institutions; and
- (c) informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of DIRECTOR to perform his professional responsibilities for DISTRICT.

In its encouragement, DISTRICT shall reimburse DIRECTOR for costs reasonably and necessarily incurred to attend and participate in meetings, conferences, conventions, and seminars related to the duties of his position or the education program of the DISTRICT. All District conference policies and guidelines apply. The DISTRICT will not reimburse or advance the cost for "professional growth participation" and/or conferences unless the same are approved by the School Board upon recommendation of the Superintendent.

5. COMPENSATION

The DISTRICT shall pay DIRECTOR an annual salary paid on a bi-weekly basis. The DIRECTOR shall receive a three percent (3%) salary increase for 2024-2025 through 2028-2029, effective July 1 of each year. The DIRECTOR shall receive a five percent (5%) salary increase for 2029-2030 through 2031-2032 effective July 1 of each year. Notwithstanding the adjustments noted herein, the parties hereby acknowledge the Board reserves the right to modify the salary adjustments through separate board action based on the performance of the Director. The Director shall not receive the adjustments herein in the event of unsatisfactory performance on his evaluation.

A tax sheltered annuity shall be provided by the DISTRICT to the DIRECTOR as additional compensation. The DISTRICT will fund said annuity with annual payments in the amount of two percent (2%) of the above annual salary. The tax sheltered annuity shall be subject to approval by the DIRECTOR. Additional contributions by the DIRECTOR to the tax sheltered annuity shall be permitted at the sole discretion of the DIRECTOR.

FRINGE BENEFITS

- (a) In addition to compensation described in paragraph 6, DIRECTOR shall be entitled to all fringe benefits and not less than the fringe benefits which are provided to other professional administrative employees as set forth in the DISTRICT'S Act 93 agreement. These benefits may include: Personal Days, Bereavement, Paid Holidays, Tuition Reimbursement, Vision, Dental, Prescription Drug, Insurance, Leave of Absence. To the extent the Act 93 modifies benefits; such modifications shall be applicable herein.
- (b) The DISTRICT will contribute to a whole life insurance policy that equals three times the salary of the DIRECTOR.
- (c) DISTRICT shall pay directly, or reimburse DIRECTOR for payment of membership fees, and other costs for service or community organizations, including the annual membership dues for the Association of School Business

Officials, International, the Pennsylvania Association of School Business Officials and any other professional groups, membership in which DIRECTOR feels it is necessary to maintain and improve his professional skills, as permitted by state law and as approved by DISTRICT in the annual budget.

- (d) <u>Vacation.</u> DIRECTOR shall be entitled to twenty (20) vacation days per year. Unused vacation days may be carried forward to the next year if approved in writing by the Superintendent.
- (e) <u>Hospitalization/Major Medical Benefits at retirement.</u> If DIRECTOR'S employment is terminated because of his retirement or disability, DIRECTOR, following termination of his employment, shall be eligible for retiree healthcare benefits as provided to the Act 93 group at the time of his retirement until the age of 65 or for a maximum of 7 years, whichever is sooner following retirement. Should the eligibility window for Act 93 employees be modified, the eligibility window for DIRECTOR shall be modified as well.

6. MILEAGE REIMBURSEMENT

DISTRICT shall reimburse DIRECTOR for school district travel at the maximum mileage reimbursement rate as established from time to time by the Internal Revenue Services.

7. PROFESSIONAL LIABILITY

- (a) DISTRICT agrees that it shall defend, hold harmless and indemnify DIRECTOR from any and all demands, claims, suits, actions and legal proceedings brought against DIRECTOR in his individual capacity, or his official capacity as agent and employee of the DISTRICT, provided the incident arose while DIRECTOR was acting within the course and scope of his employment and excluding criminal litigation and as such liability coverage is within the authority of the school board to provide under state law, except that in no case will individual board members be considered personally liable for defending, holding harmless or indemnifying DIRECTOR against such demands, claims, suits, actions and legal proceedings.
- (b) DISTRICT shall not, however, be required to pay any costs of any legal proceedings in the event DISTRICT and DIRECTOR have adverse interests in such litigation.

8. GOALS AND OBJECTIVES

Upon the execution of this contract, the parties shall meet to establish DISTRICT goals and objectives for the ensuing school year. Said goals and objectives shall be in writing and be among the criteria by which DIRECTOR is evaluated as hereafter provided. On or prior to September 15 of each succeeding school year, the parties will meet to establish DISTRICT goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described. This provision shall not be interpreted

to prevent DISTRICT goals and objectives from being clarified and/or amended during a school year, nor to excuse DIRECTOR from compliance with specific directives of the Board.

9. PERFORMANCE EVALUATION

The Superintendent shall evaluate the DIRECTOR no later than September 1st of a given year for the prior year's performance. Performance shall be based on the goals and objectives as established in Paragraph 8, along with any performance evaluation criteria established by the Superintendent, in conjunction with the Board, regarding the performance review of the DIRECTOR.

10. TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract or any extension or renewals hereof may be terminated by:

- (a) Mutual agreement by the parties, under such terms and conditions as are mutually agreed upon.
- (b) Retirement or resignation of DIRECTOR with sixty (60) days' notice.
- (c) Discharge for Cause.

Discharge for cause shall occur in accordance with the provisions and for such reasons set forth in Section 1089 of the Public School Code, as amended and/or for breach of terms and conditions of this contract.

(d) Death of DIRECTOR.

All salary and benefits shall cease upon date of death, except any and all death benefits, employee benefits property payable to survivors of DIRECTOR and life insurance coverage in place on the day prior to death.

11. WAIVER OF BREACH

The waiver of DISTRICT of due performance of or compliance with any provisions of this Agreement by DIRECTOR shall not operate or be construed as a waiver of due performance or compliance by DIRECTOR thereafter.

12. SEVERABILITY

If any provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remainder of this Agreement.

13. APPLICABLE LAW

This agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

14. HEADINGS

The headings in this Agreement are for convenience only and shall not be considered as part of this Agreement.

15. MODIFICATION

No waiver, change or modification of any of the terms of this Agreement shall be binding unless in writing and signed by both parties to this Agreement.

IN WITNESS WHEREOF, DISTRICT has caused this Employment Contract to be approved in its behalf by a duly authorized officer and DIRECTOR has approved this Employment Contract effective on the day and year specified in Paragraph 1.

	BOARD OF SCHOOL DIRECTORS
	OF SAUCON VALLEY SCHOOL DISTRICT
Attest:	By:
	Board President
	David J. Bonenberger

Facility Committee - November 8, 2023

The Facility Committee of the Saucon Valley School Board met on November 8, 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

The Finance Committee had no recommendations.

Saucon Valley School District Office of the Superintendent

TO: David Bonenberger, Business Manager

FROM: Jaime L. Vlasaty, Superintendent

RE: Surplus / Obsolete Materials

SCHOOL: Room Number:

Description	Serial Number	Reason for Disposal	Total
Kyocera Flip Cell Phone		Obsolete	119
Casio Flip Cell Phone		Obsolete	61
Samsung Flip Cell Phone		Obsolete	26
Samsung Smart Cell Phone		Obsolete	4
iPhone Cell Phone		Obsolete	4
Blackberry		Obsolete	2
LG Cell Phone		Obsolete	6
Motorola Flip Cell Phone		Obsolete	7
Google Cell Phone		Obsolete	1

Google Cell Phone		Obsolete			1
Reason: Obsolete					
Pick-up Location:					
Principal's/Supervisor's Signature Superintendent Signature Office Use:	pen //	any	_ Date _ Date _	10/26/	<u>2</u> 3
Date Declared		Date of Disposal			
Picked Up By		Disposal Method _			_

Saucon Valley School District Office of the Superintendent

TO: David Bonenberger, Business Manager

FROM: Jaime L. Vlasaty, Superintendent

RE: Surplus / Obsolete Materials

SCHOOL: SVHS Room Number: Fitness Center

Description	Serial Number	Reason for Disposal	Total
Body Masters		Obsolete	12
Dumbbell - 30lb		Broken	1

Reason: Obsolete			
Pick-up Location: Fitness Cer		, and the second	/ /
Principal's/Supervisor's Signat	ure Illim	Mul Date	10/23/23
Superintendent Signature	so will	Date	14/23/23
Office Use:	ge ye		,
Date Declared		Date of Disposal	
Picked Un By		Disnosal Method	





PRINTING AGREEMENT

FRINTING	MARLEWEINT
Year(s) Covered: ✓ 2024 ☐ 2025 ☐ 2026 ☐ 2027 ☐ 2028 ☐ New ✓ Renewal	Date: 10/21/2022
Subject to the terms hereof, the Customer (school) named below hereby engand bind the specified publication during the Years Covered (specified above	gages Hercules Achievement, Inc. ("Company") and Company agrees, to print
School Name: Saucon Valley Sr High School	Specifications
Address: 2100 POLK VALLEY RD	Program: 800 All Color
City/State/Zip: HELLERTOWN, PA 18055-2406	Trim Size: 8 1/2 X 11
Job Number: 16880	Pages: 260
Title/Publication:	Copies: 300
Current Enrollment: 700	Submission Method: Web (eDesign)
	Cover: Litho
	Gloss Lamination (Four-Color Litho)
Correspond With	
Name: Robert Frey	Binding: Rounded & Backed
Title: Yearbook Coordinator	
Address: 2100 Polk Valley Rd	Endsheet: Four-Color Litho Different Front and Back
City/State/Zip: Hellertown, PA 18055-2406	Vibracolor
Phone Number:	
Fax Number:	Paper: 80# Gloss
Email: robert.frey@svpanthers.org	
	Proofs: Self Proof (eDesign)
Send Invoice To	
Name : Robert Frey	Base Price: \$18,750.00
Title: Yearbook Coordinator	Printing Agreement Total: \$18,750.00
Address: 2100 Polk Valley Rd	,
City/State/Zip: Hellertown, PA 18055-2406	
Phone Number:	
Tax Exemption Number:	
Pre-Payment Option Desired: ☐ Yes ✓ No	
1992 (2	
Shipping Information	
Requested Book Ship Date: May 04, 2024	
Ship Book To: Robert Frey	
Requested Kit Ship Date: November 04, 2023	
Ship Kit To: Robert Frey	

This agreement is subject to the terms shown on the reverse side and is binding on Company and the Customer for the Years Covered, subject to such terms.

YEARBOOK PLANT USE

Customer Number Date Received

Robert Frey

Yearbook Coordinator

Kara Sterner

Representing Company

Terms and Conditions of This Yearbook Printing Agreement

This Yearbook PrIntIng Agreement will be governed by Texas law. The "Years Covered" by this Yearbook PrIntIng Agreement are shown at the top of the facing page. The Base Specifications on the facing page apply to the publication for the first Year Covered and shall likewise apply to each Book(s) for each subsequent Year Covered, as applicable, unless modified specifications for subsequent years are agreed in writing ("Modified Base Specifications"). Modified Base Specifications shall be conclusively authorized by Customer when signed only by an Authorized School Representative named on the facing page (or his or her successor). Base Specifications (or any Modified Base Specifications) shall only become final and binding upon Hercules Achlevement, Inc. ("Company") upon written acceptance by the Company printing facility of such specifications (including price). Company printing facility will determine shipment date upon confirmation of specifications for a Year Covered. For each Year Covered after the first year, the deadline for submission of Modified Specifications is October 1 of the prior school year. If Customer has not provided signed Modified Specifications by such date, the Base Specifications on the facing page shall apply to such Year Covered and Company shall print the Book(s) for such year on such basis. Customer agrees to prepare all copy in strict accordance with instructions and materials furnished by Company.

If this Yearbook Printing Agreement covers more than one (1) year, then, Company shall provide to Customer fifteen (15) additional copies of each year's Bookfree of charge for the term of the Yearbook Printing Agreement. If this Yearbook Printing Agreement covers more than one (1) year, the Customer acknowledges that Company is relying upon the Customer's commitment herein for the following: To purchase supplies of paper, ink, and cover manufacturing materials; To determine staffing levels based upon expected production demands and timelines, given known capacities; To make financial investments in its programs, processes and technology improvements.

Company will not be liable for losses or delays as a result of strikes, accidents, acts of God, government restrictions, or any other cause beyond its control and such delays shall not constitute a breach of contract.

Ship Date will be maintained as specified herein, provided that the Submission Deadlines approved and/or published by Company have been met as specified. Ship Date for subsequent years covered will remain in same week, adjusted for calendar date shift. All Shipments are F.O.B. the printing facility, including extra copies should they be available.

For each year covered, **Customer** agrees to pay a first deposit equal to 40% of the total contract price at the time of the first copy deadline, and a second deposit equal to 50% of the total contract price at the time of the final copy deadline, bringing the total deposits to 90% of the contract price. All final invoices will be issued upon shipment of the books and are due upon receipt of the invoice. A service charge of 1.5% per month (18% annual percentage rate) will be applied on all unpaid balances after 90 days.

Customer represents and warrants that it has all necessary rights to any materials provided to Company for inclusion in Customer's Book(s). Customer will not provide any materials to Company which are or may be in violation of any right or any third party, including copyright. Company does not knowingly intend to print any material which is in violation of any copyright or proprietary rights, or is tortuous or illegal. Company reserves the right to refuse to print or otherwise prepare for publication any material which, in its sole discretion, could result in legal liability, and such refusal shall not constitute a breach of contract. To the extent permitted by the laws of the state in which Customer is located (as identified herein), Customer agrees to indemnify, defend, and hold harmless Company and its agents or employees in connection with claims, suits, damages, losses, liabilities, costs and expenses, including attorney's fees resulting from or arising out of printing of any material submitted to Company by Customer or its representative.

Customer acknowledges and agrees that **Company** may use reproduction, samples or copies of Customer's Book(s) for educational, recognition, marketing or other promotional purposes without compensation to **Customer**. Any future sales of the Book(s) or other uses of the Book(s) may be made by **Company** in its sole discretion and without any compensation to **Customer**.

If Customer elects to use Company' proprietary computer software (eDesign) to submit copy for the Book(s) to Company (the "eDesign System"), then Customer agrees as follows:

- a) Company will provide Customer the eDesign System User Subscription Agreement and Privacy Agreement (the "eDesign Agreements");
- b) Customer's acceptance of the eDesign Agreements creates a binding contract;
- c) any violation of the terms of the eDesign Agreements by Customer will constitute a default by Customer of the terms of this Yearbook Printing Agreement.

This Yearbook Printing Agreement and any amendments may be executed in one or more counterparts, all of which constitute one and the same instrument. Any such counterpart signature may be delivered by means of an application on a mobile device, attachment to electronic mail or other lawful electronic means and shall be treated in all respects as an original executed counterpart and shall have the same binding legal effect as if it were the original signed and delivered in person.

Initial below:		
Yearbook Specialist	Yearbook Coordinator	





PRINTING AGREEMENT

Year(s) Covered: ✓ 2024	Date: 10/20/2023

Subject to the terms hereof, the Customer (school) named below hereby engages Hercules Achievement, Inc. ("Company") and Company agrees, to print and bind the specified publication during the Years Covered (specified above).

School Name: Saucon Valley High School

Address: 2100 POLK VALLEY RD

City/State/Zip: HELLERTOWN, PA 18055-2406

Job Number: 16880

Correspond With

Name : Robert Frey
Title: Yearbook Coordinator

Address: 2100 Polk Valley Rd

City/State/Zip: Heltertown, PA 18055-2406

Phone Number:

Email: robert.frey@svpanthers.org

Send Invoice To

Name: Robert Frey

Title: Yearbook Coordinator Address: 2100 Polk Valley Rd

City/State/Zip: Hellertown, PA 18055-2406

Phone Number:

Tax Exemption Number:

Specifications

Program: 800 Quick Turn Supplement

Trim Size: 8 1/2 X 11

Pages: 24 Copies: 300

Submission Method: Web (eDesign)
Cover: Self Cover w/Kleenstick

Binding: Saddle Stitched Binding

Endsheet:

Paper: 80# Gloss Paper

Proofs: Proofing method for eDesign schools

Base Price: \$2,108.00

Additional Features

2 Wks without image enhancement

Included

Printing Agreement Total: \$2,108.00

Shipping Information

Requested Supplement Ship Date: June 01, 2024

Ship Book To: Robert Frey

This agreement is subject to the terms shown on the reverse side and is binding on Company and the Customer for the Years Covered, subject to such terms.

Robert Frey

Yearbook Coordinator

YEARBOOK PLANT USE

Customer Number

Date Received

Kara Sterner

Representing Company

Terms and Conditions of This Yearbook Printing Agreement

This Yearbook Printing Agreement will be governed by Texas law. The "Years Covered" by this Yearbook Printing Agreement are shown at the top of the facing page. The Base Specifications on the facing page apply to the publication for the first Year Covered and shall likewise apply to each Book(s) for each subsequent Year Covered, as applicable, unless modified specifications for subsequent years are agreed in writing ("Modified Base Specifications"). Modified Base Specifications shall be conclusively authorized by Customer when signed only by an Authorized School Representative named on the facing page (or his or her successor). Base Specifications (or any Modified Base Specifications) shall only become final and binding upon Hercules Achievement, Inc. ("Company") upon written acceptance by the Company printing facility of such specifications (including price). Company printing facility will determine shipment date upon confirmation of specifications for a Year Covered. For each Year Covered after the first year, the deadline for submission of Modified Specifications is October 1 of the prior school year. If Customer has not provided signed Modified Specifications by such date, the Base Specifications on the facing page shall apply to such Year Covered and Company shall print the Book(s) for such year on such basis. Customer agrees to prepare all copy in strict accordance with instructions and materials furnished by Company.

If this Yearbook Printing Agreement covers more than one (1) year, then, Company shall provide to Customer fifteen (15) additional copies of each year's Bookfree of charge for the term of the Yearbook Printing Agreement. If this Yearbook Printing Agreement covers more than one (1) year, the Customer acknowledges that Company is relying upon the Customer's commitment herein for the following: To purchase supplies of paper, ink, and cover manufacturing materials; To determine staffing levels based upon expected production demands and timelines, given known capacities; To make financial investments in its programs, processes and technology improvements.

Company will not be liable for losses or delays as a result of strikes, accidents, acts of God, government restrictions, or any other cause beyond its control and such delays shall not constitute a breach of contract.

Ship Date will be maintained as specified herein, provided that the Submission Deadlines approved and/or published by Company have been met as specified. Ship Date for subsequent years covered will remain in same week, adjusted for calendar date shift. All Shipments are F.O.B. the printing facility, including extra copies should they be available.

For each year covered, **Customer** agrees to pay a first deposit equal to 40% of the total contract price at the time of the first copy deadline, and a second deposit equal to 50% of the total contract price at the time of the final copy deadline, bringing the total deposits to 90% of the contract price. All final invoices will be issued upon shipment of the books and are due upon receipt of the invoice. A service charge of 1.5% per month (18% annual percentage rate) will be applied on all unpaid balances after 90 days.

Customer represents and warrants that it has all necessary rights to any materials provided to Company for inclusion in Customer's Book(s).

Customer will not provide any materials to Company which are or may be in violation of any right or any third party, including copyright. Company does not knowingly intend to print any material which is in violation of any copyright or proprietary rights, or is tortuous or illegal. Company reserves the right to refuse to print or otherwise prepare for publication any material which, in its sole discretion, could result in legal liability, and such refusal shall not constitute a breach of contract. To the extent permitted by the laws of the state in which Customer is located (as identified herein),

Customer agrees to indemnify, defend, and hold harmless Company and its agents or employees in connection with claims, suits, damages, losses, liabilities, costs and expenses, including attorney's fees resulting from or arising out of printing of any material submitted to Company by Customer or its representative.

Customer acknowledges and agrees that **Company** may use reproduction, samples or copies of Customer's Book(s) for educational, recognition, marketing or other promotional purposes without compensation to **Customer**. Any future sales of the Book(s) or other uses of the Book(s) may be made by **Company** in its sole discretion and without any compensation to **Customer**.

If Customer elects to use Company' proprietary computer software (eDesign) to submit copy for the Book(s) to Company (the "eDesign System"), then Customer agrees as follows:

- a) Company will provide Customer the eDesign System User Subscription Agreement and Privacy Agreement (the "eDesign Agreements");
- b) Customer's acceptance of the eDesign Agreements creates a binding contract;
- c) any violation of the terms of the eDesign Agreements by Customer will constitute a default by Customer of the terms
 of this Yearbook Printing Agreement.

This Yearbook Printing Agreement and any amendments may be executed in one or more counterparts, all of which constitute one and the same instrument. Any such counterpart signature may be delivered by means of an application on a mobile device, attachment to electronic mail or other lawful electronic means and shall be treated in all respects as an original executed counterpart and shall have the same binding legal effect as if it were the original signed and delivered in person.

Initial below:		
Yearbook Specialist	Yearbook Coordinator	



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("<u>Agreement</u>") is made as of _____ (the "<u>Effective Date</u>"), by and between Saucon Valley School District ("Client"), and **empowerED School Solutions LLC** ("<u>empowerED</u>" or "Consultant"). In consideration of the mutual promises and covenants set forth in this Agreement and intending to be legally bound, Client and Consultant agree as follows:

1. <u>Description of Services.</u> Client hereby engages Consultant, and Consultant hereby accepts such engagement, to provide such services as may be agreed upon in Statements of Work, which the parties may enter into from time to time ("<u>Services</u>"). All such Statements of Work shall be substantially in the form of <u>Exhibit A</u> attached hereto and incorporated by reference. Consultant will use its best efforts, skill and ability to perform the Work, and will comply with all applicable laws and regulations in performing the Services.

2. <u>Consultant Personnel</u>

- 2.1 <u>Key Personnel</u>. If key personnel are identified in one or more Statement(s) of Work ("<u>Key Personnel</u>"), Consultant represents and warrants to Client that only those Key Personnel will actually perform the designated Services, and that there will be no substitution of Key Personnel during the term of the applicable Statement of Work, unless Client consents in writing to a substitution. Client acknowledges that it may be necessary to substitute Key Personnel with similarly qualified personnel in emergency situations. If any Key Personnel become unavailable to perform the Services, Consultant will notify Client as soon as practicable, and will use commercially reasonable efforts to propose replacement personnel of similar skill and experience. The parties will confer in good faith to determine whether to replace the Key Personnel or terminate or delay performance of the Statement of Work until acceptable replacement Personnel can be assigned.
- 2.2 <u>Compliance with Laws</u>. Consultant is solely responsible for verifying the legal work authorization status of the Consultant and its personnel. Consultant represents and warrants to Client that (a) Consultant and its personnel are authorized to work in the United States, and performance of Services will at all times be in compliance with all applicable laws.

3. <u>Independent Contractor</u>

- 3.1 <u>No Employee Benefits</u>. Consultant acknowledges that it is being engaged as an independent contractor, and not as an employee, agent, or partner of Client. Consultant and its personnel will not participate in any Client employee benefit plans, including but not limited to workers' compensation, unemployment insurance, and any other benefits that may be available to Client's employees.
- 3.2 <u>No Agency</u>. Consultant represents and warrants to Client that (a) it does not have the power or authority to bind Client or to assume or create any obligation, express or implied, on Client's part or in Client's name, and (b) it will not represent to any person or entity that Consultant has such power or authority.



- 3.3 On Site Work. Consultant and its personnel shall comply with the security and workplace policies and procedures in effect for any facility of Client where the Services are performed. All Services performed at a Client facility shall be limited to Client's standard operating hours [(Monday through Friday, 8 AM to 4 PM, excluding holidays)], unless otherwise agreed in advance by Consultant and an authorized Client representative.
- 3.4 <u>Materials and Supplies</u>. Consultant will supply, at its sole expense, all equipment, tools, materials, and supplies to perform the Services, unless otherwise agreed to in writing by the parties. If access to Client's computer systems or other equipment is required in order for Consultant to perform the Services: (a) such Client equipment shall be used solely (i) to perform the Services and (ii) in accordance with all applicable Client policies and procedures that have been communicated to Consultant; (b) access to Client's equipment shall be restricted to Consultant's personnel who need access in order for Consultant to fulfill its obligations under the applicable Statement of Work, and (c) Consultant shall ensure that its personnel do not attempt to break Client's security systems, or attempt to obtain access to any programs or data beyond the scope of the access granted by Client.
- 3.5 <u>Licenses</u>. Consultant is responsible to maintain any professional licenses or credentials required for Consultant and its personnel to perform the Services.

4. <u>Term; Termination</u>

- 4.1 <u>Term.</u> This Agreement shall be effective as of the date first set forth above and shall remain in effect until terminated in accordance with this Section 4.
- 4.2 <u>Termination for Convenience</u>. If Client cancels this Agreement, the following cancellation fees will apply:
 - More than 120 days prior to the event date: No cancellation fee, but Client will reimburse Consultant for nonrefundable expenses incurred;
 - 60-120 days prior to the event date: 50% cancellation fee, plus nonrefundable expenses incurred;
 - 30-59 days prior to the event date: 75% cancellation fee, plus nonrefundable expenses incurred;
 - Less than 30 days prior to the event date: 100% cancellation fee, plus reimbursement for all expenses.
- 4.3 Expiration of Offer. The terms, dates, and rates stipulated in this Agreement are valid for three weeks from the date this Agreement is provided to the Client. Due to variable travel costs and the demand for work by other entities, empowerED cannot hold dates and rates indefinitely. Terms, dates, and rates in this agreement shall be considered null and void if Client does not return the Agreement within three weeks of receipt, unless agreed upon in writing by the Consultant that current terms, rates, and dates can continue to be honored.



- 4.4 <u>Force Majeure</u>. If circumstances beyond the control of Consultant prevent travel (such as COVID-19 related travel restrictions, or train/airline delays/cancellations, or unavailability of trains/flights), the Consultant shall notify Client immediately of such circumstances and the parties will work in good faith to develop an alternate plan.
- 4.5 <u>Termination for Cause</u>. If either party breaches a material term of this Agreement, the other party may terminate this Agreement if the other party has not cured the breach within 30 days after receipt of notice specifying the breach. The parties will cooperate in good faith to resolve any claims of breach.
- 4.6 <u>Effect of Termination</u>. Termination of this Agreement shall not affect either party's rights or obligations with respect to payments for Services performed or expenses incurred prior to the effective date of termination.

5. Payment and Taxes

- 5.1 <u>Invoicing and Payment</u>. Upon completion of the Services and receipt of an invoice submitted by Consultant, Client will pay Consultant for its Services (and approved expenses, if any), without deduction or offset, within 30 days of invoice receipt. As an independent contractor, Consultant's fees will be limited to the payments set forth in the applicable Statement of Work.
- 5.2 <u>Out of Scope Work</u>. Additional services not directly covered under a Statement of Work must be approved by Client and covered under a separate addendum or Statement of Work under this Agreement before Consultant will be obligated to perform the additional services.
- 5.3 <u>Taxes</u>. Consultant is responsible to pay all taxes and other withholdings due on all payments under this Agreement. Client shall issue Consultant 1099 tax form(s) for each year in which Services are rendered.

6. **Confidentiality**

- 6.1 <u>Confidential Information</u>. During the performance of this Agreement, the parties may disclose to one another information, knowledge, or property that is identified as confidential or that by the nature of the information or circumstances of disclosure should reasonably be considered to be confidential or proprietary ("<u>Confidential Information</u>").
- 6.2 <u>Confidential Treatment</u>. Neither party is permitted to use, other than in the course of performing or consuming Services hereunder, or to disclose to third parties other than the party's personnel who need to know the information in order to perform or consume the Services, any Confidential Information of the other party without the disclosing party's written consent. Both parties will take all precautions necessary to safeguard the other party's Confidential Information with the same degree of care it holds its own Confidential Information, but not less than a reasonable degree of care.
- 6.3 <u>Exceptions</u>. Confidential Information does not include information that (a) is in a party's possession prior to its receipt from the disclosing party, (b) is in the public domain through no violation of the confidentiality obligations under this Agreement, (c) is disclosed to the receiving party by a third party



that does not have an obligation to keep it confidential, or (d) is independently developed by the receiving party without reference or access to the disclosing party's Confidential Information,

- 6.4 <u>Special Categories of Confidential Information</u>. During the term of this Agreement, Consultant may be responsible, in whole or in part, for the creation of, or may acquire, certain special categories of Confidential Information of Client, including but not limited to education records under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g et seq. and/or protected health information under the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191 ("Highly Confidential Information"). Consultant acknowledges that Client would not have entered into this Agreement unless it were assured that all Highly Confidential Information would be held in confidence by Consultant and for the sole benefit of Client in accordance with all applicable laws. During the term of this Agreement and at all times thereafter, Consultant will keep all of such Highly Confidential Information in confidence and will not disclose any of the same to any other person, except the Consultant's personnel who are entitled thereto and other persons designated in writing by the Client. The Consultant shall take all reasonable action that Client deems necessary or appropriate to prevent the unauthorized use or disclosure of, or to protect the Client's interests in such Highly Confidential Information.
- 6.5 <u>Presentations and Publications</u>. Consultant shall obtain Client's prior written approval for any presentation or publication that is specific to Consultant's Work hereunder that relates to Client Confidential Information disclosed to Consultant by Client in connection with the Services. Client, in its sole discretion, shall have the right to withhold or deny such approval.
- 7. <u>Intellectual Property.</u> The Client agrees that presentations, methodologies, know-how, and related materials developed by the Consultant and used to perform Services are the intellectual property of the Consultant and shall not be reproduced, distributed, or displayed without the express written consent of the Consultant. If the Services include preparation of materials specifically for Client ("Client Deliverables"), Client is granted a non-exclusive, non-transferable license to reproduce Client Deliverables solely for use within Client's organization and solely for the purpose for which the Client Deliverables were created (for example planning or training purposes), as further detailed in the Statement of Work. Except as provided in this Section 7, this Agreement does not grant Client any license to any of Consultant's intellectual property rights.

8. **General Provisions**

- 8.1 <u>Non-Exclusive</u>. It is understood that, in general, Consultant is making its services available to others simultaneously and that Consultant is free to accept or reject any further consulting assignment from Client or other third parties during the term of this Agreement.
- 8.2 <u>Entire Agreement.</u> This Agreement, including Exhibit A referred to herein, and all Statements of Work hereunder, constitutes the entire agreement between Client and Consultant relating to the subject matter hereof and supersedes any and all prior agreements, commitments, undertakings or understandings (whether written or oral) relating to the subject matter hereof.
- 8.3 <u>Amendments</u>. This Agreement may be amended, supplemented or otherwise modified only by a written instrument duly executed by or on behalf of each party hereto.



- 8.4 <u>No Further Obligations.</u> Consultant acknowledges that Client has not made any agreement, commitment or undertaking, or offered to Consultant any agreement, commitment or undertaking, (a) to perform any additional work, (b) to make any other payments to Consultant, or (c) to enter into any other agreement, commitment or undertaking with Consultant.
- 8.5 <u>Applicable Law.</u> This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania, excluding its conflicts of law rules.
- 8.6 <u>Severability</u>. If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 8.7 <u>Legal Authority</u>. Each party represents and warrants to the other that it has the legal power and authority to enter into and perform under this Agreement without violating the rights or obtaining the consent of any third party. The parties' representatives signing this Agreement represent that they have the right to bind the applicable party to this Agreement.
- 8.8 <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 8.9 <u>Survival</u>. The provisions of Sections 2.2 (Compliance with Laws), 3 (Independent Contractor), 5.1 (Invoicing and Payment, 5.3 (Taxes), 6 (Confidentiality), 7 (Intellectual Property) and this Section 8 shall survive the expiration or termination of this Agreement.
- 8.10 <u>No Waiver</u>. The failure of either party to insist upon the strict observation or performance of any provision of this Agreement, or to exercise any right or remedy, shall not impair or waive any such right or remedy in the future. Every right and remedy given by this Agreement to the parties may be exercised from time to time as often as appropriate. All remedies, either under this Agreement or by law or otherwise afforded, will be cumulative and not alternative.
- 8.11 <u>No Assignment</u>. Neither the rights nor the obligations of Consultant under this Agreement or any Statement of Work may be assigned or delegated to another agent not associated with the Consultant, in whole or in part, without the prior written consent of Client.
- 8.12 <u>Notices</u>. Notices required or permitted by this Agreement will be in writing and hand-delivered or sent via email to the respective parties at the email addresses indicated in the applicable Statement of Work.

Signatures next page



In WITNESS WHEREOF, this Agreement has been duly executed and delivered as of the Effective Date set forth above.

CONSULTANT:

	Jonna Mancini Rufo	
Name.	Jenna Mancini Rufo, Ed.D. Founder and Owner, empowerEl	O School Solutions LLC
Date:	November 9, 2023	
<u>Client:</u>		
By:	(signature)	
Name:	(printed)	
For:	(organization)	
Date:		



EXHIBIT A – STATEMENT OF WORK Saucon Valley School District

This Statement of Work is entered into pursuant to and incorporates herein by reference the terms and conditions of the Professional Services Agreement, entered into as of the ___ day of ____ (the "Agreement"), by and between Client ("Client") and Empowered School Solutions, LLC ("Consultant").

Capitalized terms used in this Statement of Work and not otherwise defined will have the meanings assigned in the Agreement.

I) Scope of Services: Consultant is hereby engaged to perform Services for Client regarding the following:

a. Follow Up Half-Day Session on Co-Teaching

Half-day (three hours) of observation, coaching, and consultation with the team of student AM - this includes on-nd discussions with the team, followed up with a mini-report including recommendations (\$1,750)

- b. Virtual ongoing coaching and problem-solving sessions for IEP Team: Up to 10 hours per school year of remote coaching with Inclusion Specialist for school team coaching services could include, but are not limited to, support with creating modifications and accommodations, problem-solving around behavior or academic concerns, and other issues that may arise (\$250/hour)
- **II) Compensation**: Total compensation not to exceed \$4,250 for the period of November 9, 2023 through June 30, 2024. Services shall be billed as follows:
 - a. Half-day observation and mini-report \$1,750
 - b. Coaching \$250/hour X 10 hours = \$2,500

All invoices are due and payable within 30 days of receipt by Client. Consultant reserves the right to charge late fees, calculated at the lesser of 1% per month or the highest amount permitted by applicable law, on any payments that are not received by the due date.

- III) Place where services will be rendered: Observation in person, coaching remote/online
- IV) Email addresses for notices:

EmpowerED: Name: Jenna Rufo Email: jenna@empoweredschool.org

Name: Eleanor Hilbert Email: el@jennarufo.com

Client: Name: Email:



EXHIBIT A – STATEMENT OF WORK (continued) Saucon Valley School District

CONSI	JLTANT:	Client:	
By: C	Jonna Mancini Rufo	Ву	
Name:	Jenna Mancini Rufo, Ed.D.	Signature	
Date:	Founder and Owner, Empowered School Solutions LLC November 9, 2023	Organization	
		Date	