

# Saucon Valley School District

## Regular Meeting of the Board of Education

September 10, 2024

### High School Audion



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

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

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

## Agenda

6:45 pm – Executive Session for the purpose of personnel and contract.

- I. **Call to the Order** – *Dr. Shamim Pakzad, President, presiding*
- II. **Pledge of Allegiance**
- III. **Recording of Attendance** – *Judith Riegel, Board Secretary*
- IV. **Motion to Approve Agenda**
- V. **Announcement of Executive Session** – Personnel and Contract
- VI. **Approval of Minutes** – August 27, 2024
- VII. **Recognition** – None
- VIII. **Presentation** – High School Representative Report
- IX. **Superintendent’s Report** – *Jaime Vlasaty, Superintendent*
- X. **Courtesy of the Floor to Visitors – Agenda Items Only** – *Visitors should state their name and address.*
- XI. **Presentation of Bills** – *David Bonenberger*
  - A. General Expenditures – \$550,868.58
  - B. Cafeteria Expenditures – None
  - C. Health Benefits – None
  - D. Capital Projects – None

### Recommendations for Approval

#### Presentation of Bills

1. Approve the above Presentation of Bills.

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

**XII. Treasurer’s Report – Donald Carpenter/David Bonenberger**

- A. Cash Investment and Bond Activity - None
- B. Condensed Board Summary Report - None
- C. Budget Transfers – None
- D. Middle School Activity Report – May 31, 2024 and June 30, 2024
- E. High School Activity Report – None

**Recommendations for Approval**

**Treasurer’s Report**

- 1. Approve the above Treasurer’s Report.

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

**XIII. AGENDA ITEMS**

**A. Education**

**Items/Projects for Discussion**

- A. None

**Second and Final Reading Policies 709 & 805**

- 1. Approve the second and final reading of the following policies:

Policy 709 – Building Security

Policy 805 – Emergency Preparedness and Response

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

**B. Personnel**

**Items/Projects for Discussion**

- A. None

**Recommendations for Approval**

**Dedicated Building Substitutes**

- 1. Approve the following individuals as dedicated building substitutes for the 2024-25 school year at a rate of \$175 per day, working four days of a five-day school/work week where needed in assigned school buildings, effective upon completion of employment paperwork.

Michael DePaul  
Cole Naylor

**Part-time Instructional Paraprofessional**

2. Approve Michael Petruny as a Part-time Instructional Paraprofessional at \$20.98 an hour, effective upon completion of employment paperwork.

**General Kitchen Help**

3. Approve Glen Fluck as General Kitchen Help at \$15.00/hour and benefits per the current Food Service Agreement, effective upon completion of employment paperwork.

**Retirements**

4. Approve the retirement of:  
  
Kathy Florindi, Administrative Assistant to the Supervisor of Campus Operations, effective January 31, 2025.  
  
Lisa Harkins, Administrative Assistant to the Elementary Principal, effective October 3, 2024.

**Resignation**

5. Approve the resignation of Beverly Hendricks, Director of Food Service, effective September 12, 2024.

**Resignation**

6. Approve the resignation of Angela Muzzicato, Part-time RBT paraprofessional, effective August 21, 2024.

**2024-2025 Athletic Coaches**

7. Approve the following 2024-2025 athletic coaches:  
  
Kenneth Termini – Boys Basketball Assistant Coach - Volunteer  
Chris Farkas – MS Football Assistant Coach – Volunteer  
Sydney Derr – Unified Track Head Coach - \$1,500.00

**Homebound Instructors**

8. Approve Amanda Holveck as a Homebound Instructor for the 2024-2025 school year, at an hourly rate of \$45.00.

**Co-curricular Volunteer Advisor**

9. Approve Teresa Romano as the Middle School Girls on the Run Volunteer Advisor for the 2024-2025 school year.

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

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

- A. None

**School Affiliated Organization**

1. Approve Saucon Valley Alumni Association as a School Affiliated Organization, which allows the use of the School or District name and operating in relation to the school district's program.

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

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

- A. None

**Varsity Softball Outfield Fence \***

1. Approve the proposal from Tri-Boro Fencing for a Varsity Softball outfield fence in the amount of \$18,196.00.

**School Food Service Solutions, LLC Agreement**

2. Approve the attached agreement with School Food Service Solutions, LLC for consulting services.

**2024-2025 Colonial IU #20 Contracts**

3. Approve the following contracts with Colonial IU 20:  
Special Education  
Internet and DDoS  
Homebound

**empowerEd School Solutions LLC Agreement**

4. Approve the agreement with empowerEd School Solutions for educational consulting services for the 2024-2025 school year.

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

**E. Community Updates**

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

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

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

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

**I. PSBA Representative** – *Donald Carpenter*

**J. New Business**

**K. Old Business**

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

**XV. Announcements**

**Future Meetings ~**

September 24, 2024 – 7 pm – Business Meeting – High School Audion

October 8, 2024 – 7 pm – Business Meeting – High School Audion

**XVI. Motion to Adjourn Meeting**

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

The Business Meeting of the Board of Directors of the Saucon Valley School District was held on Tuesday, August 27, 2024, in the High School Audion. Present were Directors William Broun, Donald Carpenter, John Conte, Vivian Demko, Cedric Dettmar, Dr. Laurel Erickson-Parsons, Tracy Magnotta, Dr. Shamim Pakzad, and Jay Santos. Judith Riegel, Board Secretary; Mark Fitzgerald, District Solicitor; and Jaime Vlasaty, Superintendent.

- I. **Call to the Order** – 7:01 pm - *Dr. Shamim Pakzad, President, presiding*
- II. **Pledge of Allegiance**
- III. **Recording of Attendance** – *Judith Riegel, Board 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 & Legal Matters, August 13, 2024 -
- VI. **Approval of Minutes** – Director Conte, seconded by Director Dettmar, moved to approve the minutes of August 13, 2024. Vote: 9-yes, 0-no
- VII. **Recognition** – None
- VIII. **Presentation** – Safety/Mental Health – Jillian Brodhead and Robert Frey
- IX. **Superintendent’s Report** – *Jaime Vlasaty, Superintendent* – Robert Frey presented three samples of band uniforms. Superintendent Vlasaty reported on the district’s opening convocation, kindergarten orientation, and the second year of bussing to the orientation. She talked about the new district website, which is up but still under construction. also, the stadium scoreboard is up and will hopefully be functioning soon. Lastly, the 2024 high school yearbooks have arrived and are ready to be picked up.
- X. **Courtesy of the Floor to Visitors – Agenda Items Only** – None
- XI. **Presentation of Bills** – *David Bonenberger*
  - A. General Expenditures – \$1,755,111.03
  - B. Cafeteria Expenditures – None
  - C. Health Benefits – \$1,035,783.24
  - D. Capital Projects – None
    1. Approve the above Presentation of Bills.

Director Conte, seconded by Director Santos, moved to approve the Presentation of the Bills. Vote: 9-yes, 0-no
- XII. **Treasurer’s Report** – *Donald Carpenter/David Bonenberger*
  - A. Cash Investment and Bond Activity
  - B. Condensed Board Summary Report
  - C. Budget Transfers – None
  - D. Middle School Activity Report – None

E. High School Activity Report – July 31, 2024

1. Approve the above Treasurer's Report.

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

### XIII. AGENDA ITEMS

#### A. Education

1. Approve the attached agreement between Saucon Valley School District and DeSales University regarding participation of DeSales University students in practicum experiences or student teaching at SVSD.
2. Approve the attached MOU with Community Services for Children for the 2024-2025 school year.

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

#### B. Personnel

1. Approve Elizabeth Gallagher as District Office Administrative Assistant at an hourly wage of \$19.59, AA4, with benefits per the current Administrative Assistants Compensation & Benefits Plan, pending completion of employment paperwork.
2. Approve Shannon Mininger and Ashley Diamond as General Kitchen Help at \$15.00/hour and benefits per the current Food Service Agreement.
3. Approve a modification to the Compensation and Benefits Plans approved on September 13, 2022, for the Act 93 and Administrative Assistants, groups so as to provide for up to an additional 1% added to the compensation pools for the respective groups for 2024-2025.
4. Approve a modification to the Compensation and Benefits Plans approved on September 13, 2022, for Food Service and Paraprofessional groups so as to provide for up to an additional 1% added to the raises scheduled for 2024-2025.
5. Approve the following additions to the substitute teachers list for the 2024-2025 school year:

Melanie DeSanctis



- 16. Approve Jessica Rasich as District Photographer for stipend of \$1,500 for the 2024-25 school year.
- 17. Approve FMLA for George Velas, Jr. from June 12, 2024 until September 3, 2024. Mr. Velas has exhausted all of his existing paid time off. He is requesting an unpaid medical leave from August 6, 2024 until release by his physician. FMLA will run concurrently with his paid and unpaid time off.

Director Erickson-Parsons, seconded by Director Conte, moved to approve Personnel Items #1-17. Vote: 9-yes, 0-no

**C. Facilities**

A. Facilities Committee Summary – August 14, 2024

- 1. Approve the attached surplus/obsolete item.
- 2. Approve the following list of School Affiliated Organizations which allows use of School or District name and operating in relation to the school district's program:

- |  |                                |
|--|--------------------------------|
| Football Booster Club                    | SV Music Connection            |
| Wrestling Booster Club                   | Boys Soccer Booster Club       |
| SV Performing Arts Association           | ES Parent Teacher Organization |
| SV Athletics Booster Club                | MS Parent Teacher Group        |
| SV Foundation for Educational Innovation |                                |

Director Conte, seconded by Director Carpenter, moved to approve Facilities Items #1&2. Vote: 9-yes, 0-no

**D. Finance**

A. Finance Committee Summary – August 14, 2024

- 1. Approve the attached agreement for HUDL Subscriptions for 3 years. The total cost for 3 years is \$53,000.00. The first payment for the 2024-2025 school year is \$18,000.
- 2. Approve the attached Theatre Musical Contracts:  
Elementary School (grades 3-5) - Seussical Kids \$590.00  
Middle School (Grades 6-8) - 13 JR - \$570.00

3. Approve the agreement with MKSD Architects to provide Architectural & Engineering Design Services for the renovations to the Athletic Trainer area in the High School in the amount of \$23,100.00.
4. Approve the agreement with Advanced Athletic Services for the refurbishment of the Baseball and Softball fields. The cost is \$48,575.00.
5. Approve the purchase from Northern Nurseries of 130 tons of Diamond-Tex Premium infield mix, which will cost \$10,791.30
6. Approve the attached agreement with Kiefer Aquatics for six starting blocks and installation accessories for \$32,009.52, pending review of solicitor.
7. Approve the attached agreement with Colorado Time Systems for a new timing system in the amount of \$ 17,920.00.
8. Approve the attached agreement with Stanbury Uniforms for 75 band uniforms & 85 raincoats for \$48,323.26 pending review of our solicitor.
9. Motion to approve the agreement with Fast Signs to purchase, and installation of two 9' x 4' digital signs for a price up to \$120,000. Included in these expenses are costs of electrical and engineering for permit purposes.

Director Carpenter, seconded by Director Conte, moved to amend Finance #9 to read: Motion to approve the agreement with Fast Signs to purchase, and installation of two 9' x 4' digital signs for a price up to \$120,000.

Vote: 9-yes, 0-no

10. Approve the contract with Bayada, Inc. for in-school and field trip nursing services at a rate of \$65/hour.

Director Conte, seconded by Director Dettmar, moved to approve Finance Items #1-10.

Vote: 9-yes, 0-no

#### **E. Community Updates**

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

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

#### **G. Bethlehem Area Vo-Tech School** – *Vivian Demko & Cedric Dettmar* – The meeting is next week.

**H. Colonial Intermediate Unit** – *Dr. Shamim Pakzad* – The meeting is tomorrow.

**I. PSBA Representative** – *Donald Carpenter* – PSBA Webinar on 9/18/24 “*Pushing to Improve - Using Data and Leveraging State and Federal Dollars to Drive Decisions*”

**J. New Business** – Director Carpenter commented on the \$100 limit for lunch deposits and the service fee that is charged.

**K. Old Business**

**XIV. Citizens’ Inquiries and Comments** – None

**XV. Announcements**

**Future Meetings ~**

September 10, 2024 – 7 pm – Business Meeting – High School Audion

September 24, 2024 – 7 pm – Business Meeting – High School Audion

**XVI. Motion to Adjourn Meeting**

Board President Pakzad adjourned the meeting.

Time: 9:10 pm

ATTEST \_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

## FUND ACCOUNTING PAYMENT SUMMARY

**Bank Account:** GF - FULTON BANK - GENERAL    **Payment Dates:** 09/11/2024 - 09/11/2024

**Payment Categories:** Regular Checks  
**Sort:** Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
		AHOLD FINANCIAL SERVICES	GIANT	SUPPLIES REGULAR K-4	324.95
		AMPLIFY EDUCATION, INC.	mCLASS Dibels student license		2,250.00
		ANTHONY ZRILLO	SUPPLIES - ATHLETICS		87.00
		BAUDER MARK	SENIOR CITIZENS TAX REBATE		550.00
		BUCKS COUNTY INTERMEDIATE	PROFESSIONAL EDU SVC IU 5-12		2,175.00
		Burkholder's Heating & Air Conditioning Inc.	Maintenance Agreement Renewal		15,300.00
		CARBON-LEHIGH I.U. #21	CDL Testing		150.00
		CARDINAL POINT SECURITY GROUP	SECURITY SERVICES - DISTRICT		3,900.00
		CCIU- CHESTER COUNTY IU	PROFESSIONAL EDU SVC IU 5-12		7,008.12
		Fun and Function	REG - SUPPLIES - RTL GRANT - EL		4,248.16
		GIMKIT	GIMKIT		1,000.00
		GIPPER MEDIA INC	SOFT & LIC - PRINC OFC 9-12	ATHLETICS - SOFT/LIC	900.00
		HERO RICHARD J.	SENIOR CITIZENS TAX REBATE		300.00
		HOME DEPOT CREDIT SERVICES	Class Supplies for Tech ED- Blanket PO for Home Depot		1,111.83
		HOUGHTON MIFFLIN HARCOURT PUBLISHING CO.	Digital Licenses		14,656.95
		HUDL	HUDL Subscription		18,000.00
		LOBAR ASSOCIATES	OTHER LIABILITIES		82,373.07
		MACMILLAN OIL CO.OF ALLENTOWN	Supplies		873.00
		OVERHEAD DOOR CO. OF ALLENTOWN	REPAIRS & MAINTENANCE		525.00 #
		PENNSYLVANIA PAPER & SUPPLY, LLC	NMPCJPB-DP/JS-2024-2025		11,748.96

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

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**Bank Account:** GF - FULTON BANK - GENERAL    **Payment Dates:** 09/11/2024 - 09/11/2024

**Payment Categories:** Regular Checks  
**Sort:** Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
		PERMA BOUND	(Lord of the Flies) 90 books for English	20 Mice and Men Books/1 Free Teacher Edition	1,984.40
		PLETZ VILMA	SENIOR CITIZENS TAX REBATE		676.16
		SAUCON VALLEY CAFETERIA	SUPPLIES - SUPERINTENDENT OFF	SUPPLIES - BUSINESS OFFICE	49.54
		SCHOLASTIC BOOK CLUBS	Library		975.00
		SCHOOL HEALTH CORP.	Replacement of broken/old equipment		151.04
		SPRING-FORD MUSIC ASSOCIATION	Color Guard Flags		240.00
		ST. LUKE'S HOSPITAL	DRIVER PHYSICALS		385.00
		TEAMSNAP, INC.	Teamsnap Subscription		1,631.15
		THE ADVENTURE NETWORK	Giants Ladder		4,324.00
		TIMES NEWS LLC	Bethlehem Press Renewal		12.95
		UNITED ELECTRIC SUPPLY CO. INC.	Supplies		265.00
		UNIVERSITY OF OREGON	SOFTWARE AND LICENSE 5-8		675.00
		AHOLD FINANCIAL SERVICES	DUE TO/FROM CAFETERIA FUND		18.45
		PENN JERSEY PAPER CO. LLC	DUE TO/FROM CAFETERIA FUND		304.44
		POCONO MOUNTAIN DAIRIES	DUE TO/FROM CAFETERIA FUND		1,960.25
		ROCKLAND BAKERY INC.	DUE TO/FROM CAFETERIA FUND		480.35
		SINGER EQUIPMENT COMPANY	DUE TO/FROM CAFETERIA FUND		1,399.64
		SYSCO OF CENTRAL PA	DUE TO/FROM CAFETERIA FUND		14,868.29
		Tasty Brands LLC	DUE TO/FROM CAFETERIA FUND		1,055.06

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**Bank Account:** GF - FULTON BANK - GENERAL    **Payment Dates:** 09/11/2024 - 09/11/2024

**Payment Categories:** Regular Checks  
**Sort:** Payment Number

<b>10 - GENERAL FUND</b>	<b>198,937.76</b>
<b>Grand Total All Funds</b>	<b>198,937.76</b>
<b>Grand Total Credit Cards</b>	<b>0.00</b>
<b>Grand Total Direct Deposits</b>	<b>0.00</b>
<b>Grand Total Manual Checks</b>	<b>0.00</b>
<b>Grand Total Other Disbursement Non-negotiables</b>	<b>0.00</b>
<b>Grand Total Procurement Card Other Disbursement Non-negotiables</b>	<b>0.00</b>
<b>Grand Total Regular Checks</b>	<b>198,937.76</b>
<b>Grand Total Virtual Payments</b>	<b>0.00</b>
<b>Grand Total All Payments</b>	<b>198,937.76</b>

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## FUND ACCOUNTING PAYMENT SUMMARY

**Bank Account:** GF - FULTON BANK - GENERAL    **Payment Dates:** 09/11/2024 - 09/11/2024

**Payment Categories:** Direct Deposits  
**Sort:** Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
		ALL PHASE ELECTRIC SUPPLY	Supplies		222.93 <i>D</i>
		AMAZON CAPITAL SERVICES	Supplies for 1st grade	Supplies for 4th grade	17,051.52 <i>D</i>
		AMAZON CAPITAL SERVICES, INC.	Supplies		568.18 <i>D</i>
		AMERICHEM	Supplies		4,238.04 <i>D</i>
		APPLE INC.	Replacement Macbook	Apple TV	1,914.00 <i>D</i>
		ASCENDANCE TRUCKS PENNSYLVANIA LLC	Supplies		3,981.47 <i>D</i>
		B & H FOTO & ELECTRONICS	Materials Handling		724.15 <i>D</i>
		BACKUPIFY	TECHNOLOGY ADMIN LIC & FEES		400.50 <i>D</i>
		BAVTS	VO-TECH TUITION 9-12		56,874.00 <i>D</i>
		BSN SPORTS LLC	uniforms	girls tennis uniforms	14,335.87 <i>D</i>
		CENGAGE LEARNING INC/GALE	Gale Cengage database subscription		11,948.72 <i>D</i>
		CHRIN HAULING INC	Trash and Recycling		4,960.00 <i>D</i>
		CINTAS FIRE	Maintenance Agreement Renewal		2,962.54 <i>D</i>
		Complete Document Solutions, PA, LLC	PRINTING & BINDING	PRINTING & BINDING 9-12	222.12 <i>D</i>
		DEBORAH KIMBALL	Reimbursement for Giant/BJ's/Costco for cooking	Blanket P.O. for JO-ANNS Fabrics	391.28 <i>D</i>
		EXECUTIVE EDUCATION ACADEMY CHARTER SCHOOL	TUITION - CHARTER SCHOOLS		5,931.31 <i>D</i>
		FOX ROTHSCHILD LLP	SOLICITOR RETAINER		6,334.50 <i>D</i>
		GENERAL HEALTHCARE RESOURCES LLC	null		867.38 <i>D</i>
		GLENN R. BROWN	ATTEND-OTHER PROF SERV		115.41 <i>D</i>
		GOVCONNECTION INC.	Adobe Creative Cloud Software		2,495.00 <i>D</i>
		HOGAN LEARNING ACADEMY, LLC	SPEC ED NON-PUBLIC TUITION		13,230.00 <i>D</i>

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**Payment Categories:** Direct Deposits  
**Sort:** Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
		INTERSTATE BATTERY OF ALLENTOWN	Supplies		485.90 <i>D</i>
		IXL LEARNING, INC			599.00 <i>D</i>
		J.W. PEPPER & SON INC.	Blanket PO for Choir		69.50 <i>D</i>
		Jamie Frey	SUPPLIES - PRINCIPAL K-4		27.99 <i>D</i>
		JOHNSON CONTROLS	Maintenance Agreement Renewal		27,197.50 <i>D</i>
		JOHNSON CONTROLS FIRE PROTECTION LP	Maintenance Agreement Renewal		3,251.63 <i>D</i>
		JOHNSTONE SUPPLY	Supplies		1,022.94 <i>D</i>
		JUNIOR LIBRARY GUILD	Books to support school-wide & library curricula	Books	5,489.48 <i>D</i>
		KAJEET	Kajeet Renewal		1,466.63 <i>D</i>
		KEITHS LOCK & DOOR SERVICE	Repairs/Maintenance		1,879.21 <i>D</i>
		KEYSTONE FIRE AND SECURITY	Maintenance Agreement Renewal		488.00 <i>D</i>
		LEHIGH VALLEY ACADEMY REGIONAL CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	SPEC ED TUITION CHARTER SCHOOL	51,583.85 <i>D</i>
		LINDE GAS & EQUIPMENT INC.	Supplies		112.53 <i>D</i>
		MATACAVAGE ROSEMARY	SENIOR CITIZENS TAX REBATE		130.25 <i>D</i>
		MC GRAW HILL LLC	Books		708.48 <i>D</i>
		MICROBAC LABORATORIES INC.	Pool Testing		83.16 <i>D</i>
		MUSIC & ARTS	Band	Needed For Band Curriculum	8,001.91 <i>D</i>
		NAPA AUTO PARTS-HELLERTOWN	Supplies		1,264.77 <i>D</i>
		NASCO	Art Supplies for Mr. Gordon from Nasco		364.40 <i>D</i>
		PAXTON/PATTERSON LLC	Supplies for tech ed		1,219.90 <i>D</i>
		PEDIATRIC THERAPEUTIC SERVICES INC.	PROF SVCS		7,066.03 <i>D</i>

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Payment Categories: Direct Deposits  
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
		PENNSYLVANIA LEADERSHIP CHARTER SCHOOL	TUITION - CHARTER SCHOOLS		20,759.59 <i>D</i>
		PENNSYLVANIA VIRTUAL CHARTER	SPEC ED TUITION CHARTER SCHOOL		3,862.63 <i>D</i>
		PP & L ELECTRIC UTILITIES	ELECTRIC - PLANT OPERATIONS		397.13 <i>D</i>
		PRINTFORCE LLC.	Student Parking Passes	PRINTING & BINDING PRINC 9-12	429.50 <i>D</i>
		REACH CYBER CHARTER SCHOOL	TUITION - CHARTER SCHOOLS		2,229.02 <i>#D</i>
		Roberts Oxygen Co. Inc	Supplies		120.72 <i>D</i>
		Rosemary Butterly	TUITION REIMB REGULAR 5-8		1,125.00 <i>D</i>
		Rutz Jessica	SENIOR CITIZENS TAX REBATE		300.00 <i>D</i>
		SANDY BERNICE L	SENIOR CITIZENS TAX REBATE		550.00 <i>D</i>
		SCENARIO LEARNING LLC	EDUC SOFT & LIC - BUS OFC		2,864.00 <i>D</i>
		SCHOOL SPECIALTY, LLC.	School Specialty		233.97 <i>D</i>
		STEM LAWN CARE	Lawn Maintenance		11,500.00 <i>D</i>
		STEVE WEISS MUSIC	AdamsArtist Series Glockenspiel with Field Frame	Synthetic Marimba With Field Frame	12,104.80 <i>D</i>
		SV EDUCATIONAL SUPPORT PROFESSIONALS	SUPPORT STAFF DUES W/H PAYABLE		929.67 <i>D</i>
		SYSCO OF CENTRAL PA	Blanket PO for FCS		362.95 <i>D</i>
		TEACHER'S DISCOVERY	Posters ,banners for language	SUPPLIES REGULAR 9-12	295.50 <i>D</i>
		TOMLINSON BOMBERGER	Field Maintenance		23,924.00 <i>D</i>
		UGI CORP	NATURAL GAS - PLANT OPERATIONS		64.26 <i>D</i>
		VOYAGER SOPRIS LEARNING	Deliver to Sherry in DO		199.10 <i>D</i>
		ZOOM VIDEO COMMUNICATIONS INC.	Zoom Renewal		7,397.00 <i>D</i>

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

# FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GF - FULTON BANK - GENERAL    Payment Dates: 09/11/2024 - 09/11/2024

Payment Categories: Direct Deposits  
Sort: Payment Number

10 - GENERAL FUND	351,930.82
Grand Total All Funds	351,930.82
Grand Total Credit Cards	0.00
Grand Total Direct Deposits	351,930.82
Grand Total Manual Checks	0.00
Grand Total Other Disbursement Non-negotiables	0.00
Grand Total Procurement Card Other Disbursement Non-negotiables	0.00
Grand Total Regular Checks	0.00
Grand Total Virtual Payments	0.00
Grand Total All Payments	351,930.82

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

SAUCON VALLEY MIDDLE SCHOOL  
 FINANCIAL REPORTS  
 MAY 31, 2024  
 CLUB ACCOUNT FUND

BEGINNING BALANCE	\$	24,546.51
INCOME		15.13
EXPENSES		1,889.14
ENDING BALANCE	\$	22,672.50

CLUB ACCOUNT	ENDING BALANCE
ART CLUB	19.30
BAND	(177.31)
CHEERLEADING	628.77
CHORUS	3,431.67
COMMUNITY SERVICE	388.63
GIRLS VOLLEYBALL	4,752.29
HONOR SOCIETY	302.19
I-TEAM	12.44
KNITTING CLUB	267.71
MATH COUNTS	-
ODYSSEY OF THE MIND	2.61
READING OLYMPICS	-
SEAPEARCH/ROBOTICS	1,445.62
SKI CLUB	808.71
STUDENT COUNCIL	2,032.24
YEARBOOK	3,222.85
5TH GRADE	-
6TH GRADE	1,655.95
7TH GRADE	3,324.04
8TH GRADE	373.58
INTEREST	181.21
<b>TOTALS</b>	<b>\$ 22,672.50</b>

*Lensi Nikolov*  
 Principal

SAUCON VALLEY MIDDLE SCHOOL  
 FINANCIAL REPORTS  
 JUNE 30, 2024  
 CLUB ACCOUNT FUND

BEGINNING BALANCE	\$	22,672.50
INCOME		666.91
EXPENSES		1,771.79
ENDING BALANCE	\$	21,567.62

CLUB ACCOUNT	ENDING BALANCE
ART CLUB	19.48
BAND	0.00
CHEERLEADING	634.50
CHORUS	3,432.68
COMMUNITY SERVICE	392.17
GIRLS VOLLEYBALL	4,795.61
HONOR SOCIETY	281.43
I-TEAM	12.55
KNITTING CLUB	270.15
MATH COUNTS	-
ODYSSEY OF THE MIND	2.63
READING OLYMPICS	-
SEAPEARCH/ROBOTICS	1,458.80
SKI CLUB	816.08
STUDENT COUNCIL	2,066.91
YEARBOOK	1,982.26
5TH GRADE	-
6TH GRADE	1,671.04
7TH GRADE	3,354.34
8TH GRADE	376.99
INTEREST	-
<b>TOTALS</b>	<b>\$ 21,567.62</b>

*Lensi Nikolov*  
 Principal

## **Saucon Valley School District**

### Policy

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Title – 709 – Building Security

Section – 700 - Property

Adopted – May 8, 2007

Revised –

### Content

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#### **Purpose**

The Board recognizes the need to maintain security of school facilities for reasons of safety, vandalism and theft.

#### **Delegation of Responsibility**

~~Toward this end, a program of~~ **Building** security shall be administered ~~coordinated~~ by the ~~Supervisor of Campus Operations~~ **School Safety and Security Coordinator**, with the cooperation of **district administrators**, building principals **and district staff.**[1][2] The need for access shall be the underlying principal in determining who will have keys to the school properties.

The Superintendent or designee shall ~~who is entitled to building(s) keys~~ **develop administrative regulations designating** who **may be** authorized **to** access district building(s), **the designated level of access** and who may have after-hours access to district facilities.

Access to school buildings and grounds may be established by the Superintendent.

Possession of keys by personnel shall be in accordance with the following guidelines:

1. A log of key assignments shall be maintained by the supervisor of Campus Operations.
2. Duplicate keys shall be maintained in a safe or secured box.
3. Individuals assigned keys may not duplicate or lend them.

4. All keys must be surrendered when no longer needed or upon request of the Superintendent or designee.
5. Loss of a key must be reported immediately to the Superintendent or designee.
6. Use of keys for unauthorized purposes will result in surrender of keys.
7. A set of master and/or duplicate keys shall be kept in the custody of the Superintendent or designee.

After hours entry to school buildings shall be controlled by electronic access device.

### **Guidelines**

After the start of the school day, access to **school** buildings shall be limited to one (1) entrance **that is monitored and capable of controlling visitor entry**. All other entrances shall be locked, **and designated school staff shall follow established Board policy and procedures for entry of school visitors and other authorized individuals into school buildings.**[3]

### Legal References

1. Pol. 805
  2. Pol. 805.2
  3. Pol. 907
- 24 P.S. 510  
Pol. 705

## **Saucon Valley School District**

Policy

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Title – 805 – Emergency Preparedness and Response

Section – 800 - Operations

Adopted – May 22, 2007

Revised –

Content

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### **Purpose**

The Board recognizes its responsibility ~~to safeguard the health and welfare~~ **for the safety** of students, ~~employees~~ **staff, visitors and facilities**. Therefore, the Board shall provide facilities, equipment and training necessary to ~~minimize the effects~~ protect against ~~of all~~ hazards and emergencies, including but not limited to natural disasters, hazardous chemicals, fires, weapons, bomb threats, **intruders**, terrorism, communicable diseases and pandemics. Advance planning, **training, practice** and comprehensive implementation are key components in ~~ensuring the protection~~ **protecting the safety and security** of the school community.[1]

### **Authority**

The district, in cooperation with the county ~~local~~ Emergency Management Agency and the Pennsylvania Emergency Management Agency (PEMA), shall develop and implement a comprehensive disaster response and emergency preparedness plan, consistent with the guidelines developed by **PEMA** ~~Pennsylvania Emergency Management Agency~~ and other applicable state requirements.[2][3]

The Board shall also utilize the resources of and comply with the requirements of the Pennsylvania Department of Health, the Pennsylvania Department of Education, **and local law enforcement agencies**.[4]

The Board ~~ensure~~ **requires** that emergency **preparedness and emergency** evacuation ~~drills~~ **and school security drills** ~~are~~ **be** conducted at intervals required by state law.[3][5][6]

## Definitions

**School security drill** – a planned exercise, other than a fire drill or natural disaster drill, designed to practice procedures to respond to an emergency situation that may include, but is not limited to, an act of terrorism, armed intruder situation or other violent threat.[\[5\]](#)

**School Safety and Security Assessment** – a strategic evaluation of a school entity’s facilities and programs used to identify potential safety and security threats.[\[7\]](#)

## Delegation of Responsibility

The Superintendent or designee shall collaborate with relevant stakeholders, including parents/guardians, students, staff, community agencies, **local law enforcement agencies** and first responders, during the development and implementation of the emergency preparedness plan.

The Superintendent or designee shall implement a communication system to notify parents/guardians of the evacuation **or sheltering of students** and to alert the entire school community when necessary.

**Annually, on or before April 10, the Superintendent shall certify that emergency evacuation drills and school security drills have been conducted in the manner prescribed by law.**[\[5\]](#)

**In accordance with state law and regulations, the Superintendent shall execute a memorandum of understanding with each local police department that has jurisdiction over school property.**[\[4\]](#)[\[8\]](#)[\[9\]](#)

{ } The Board directs the

{ } ~~Superintendent or designee~~

{ } **School Safety and Security Coordinator**

**to periodically complete a School Safety and Security Assessment in accordance with the provisions of law and established criteria, based on the needs of the district and availability of funding and resources.**[\[7\]](#)[\[10\]](#)[\[11\]](#)[\[12\]](#)

## Guidelines

### Emergency Planning

The emergency preparedness **plan shall be accessible in each district building**, be reviewed at least annually, and be modified as necessary. A copy of the plan shall be

~~provided~~ **provided** to the county Emergency Management Agency, ~~parents/guardians, relevant stakeholders, and the community~~ **each local police department and each local fire department that have jurisdiction over school property. The district shall obtain assurances from each appropriate agency that the emergency preparedness plan will be safeguarded and maintained confidentially.**[\[2\]](#)[\[3\]](#)[\[13\]](#)

**Appropriate information regarding the emergency preparedness plan** shall be communicated to students, parents/guardians, staff, the community and other relevant stakeholders.

**Annually, by September 30, the district shall assemble information required to assist local police and fire departments in responding to an emergency. The required information shall be deployed immediately to the Incident Command Post in the event of an emergency incident or disaster.**[\[2\]](#)[\[3\]](#)[\[4\]](#)

**Schools and school buses or transportation vehicles owned or leased by the district shall be made available to local, county and state officials for emergency planning and exercises.**[\[3\]](#)

#### Continuity of Student Learning/Core Operations

In the event of an emergency, local, county or state officials may require that schools be made available to serve as mass-care facilities ~~or to mitigate the spread of infection or illness~~. Local, county or state officials may also utilize district-owned or leased buses and other transportation vehicles. **The Superintendent or designee shall determine whether schools shall be closed, or the educational program suspended, to safeguard student and staff health and safety.**[\[3\]](#)[\[14\]](#)

**State officials may also direct schools to close in order to mitigate the spread of infection or illness in designated emergencies.**[\[15\]](#)

The district shall make provisions in the emergency preparedness plan **and any applicable health and safety plan** for the continuity of student learning during school closings or excessive absences, **in accordance with law. This may include, as appropriate, activities qualifying as instructional days for fulfilling the minimum required days of instruction under the law. Instructional activities** ~~Such alternatives~~ may include:[\[16\]](#)[\[17\]](#)[\[18\]](#)[\[19\]](#)[\[20\]](#)

1. {} Web-based instruction.
2. {} Mailed lessons and assignments.
3. {} Instruction via local television or radio stations.

4. {} Other: [Telephone trees](#).

The continuity of core operations such as payroll and ongoing communication with **staff**, students and parents/guardians shall be an essential part of the emergency preparedness plan.

### Education and Training

Students and staff members shall be instructed and shall practice how to respond appropriately to emergency situations. [\[5\]\[6\]\[21\]](#)

Effective infection control and prevention education and procedures, such as frequent hand washing and cough/sneeze etiquette, shall be encouraged continually to help limit the spread of germs at district schools. [\[22\]\[23\]](#)

**The district shall provide mandatory training for school staff on school safety and security, in accordance with law and the standards specified by the state's School Safety and Security Committee: [\[21\]\[24\]\[25\]\[26\]](#)**

1. **Two (2) hours of required training addressing any combination of one (1) or more of the following areas shall be completed each year, in person or virtually:**
  - a. **Situational awareness.**
  - b. **Trauma-informed approaches. [\[25\]\[27\]](#)**
  - c. **Behavioral health awareness.**
  - d. **Suicide and bullying awareness. [\[28\]\[29\]](#)**
  - e. **Substance use awareness. [\[30\]\[31\]](#)**
2. **One (1) hour of training in the following areas shall be completed each year:**
  - a. **Emergency training drills, including fire, natural disaster, active shooter, hostage situation and bomb threat. This training must be conducted in person. [\[32\]](#)**
  - b. **Identification or recognition of student behavior that may indicate a threat to the safety of the student, other students, school employees, other individuals, school facilities, or the**

community. This training may be conducted in person or virtually.[\[33\]](#)[\[34\]](#)

The required school safety and security training shall be credited toward professional education requirements, in accordance with law and the district's Professional Education Plan.[\[21\]](#)[\[25\]](#)[\[35\]](#)

#### Required Drills

##### *Emergency Preparedness Drill -*

The Board directs ~~At least annually, all~~ district schools to ~~shall~~ conduct a disaster response or emergency preparedness plan drill **at least annually, in accordance with the provisions of law.**[\[3\]](#)

##### *Fire Drills -*

The Board directs each district school to ~~Fire drills shall be~~ conduct fire drills at least once a month during the school year, **in accordance with the provisions of law.**[\[5\]](#)[\[6\]](#)

##### *School Security Drills -*

The Board directs each district school to conduct a school security drill within ninety (90) days of the beginning of each school year. The school security drill shall be conducted while school is in session, with students present.[\[5\]](#)

The school security drill may take the place of a fire drill for the month in which it is conducted.

The Superintendent or designee

~~{ }~~ may

~~{ }~~ shall

conduct additional school security drills in district schools after the first ninety (90) days of the school year. Up to two (2) additional school security drills per school year may be conducted in place of the required fire drills for the month in which they are conducted.[\[5\]](#)

The Superintendent or designee shall:[\[5\]](#)

1. **Oversee instruction and training of students and school employees in procedures for conducting school security drills and responding to**

emergency situations.

2. **Notify and request assistance from local law enforcement and the emergency management agency prior to conducting a school security drill.**

**Notify parents/guardians of the students attending the school building where the school security drill is scheduled in advance of conducting the drill.**

*Bus Evacuation Drills -*

Bus evacuation and safety drills shall be conducted twice a year, in accordance with the provisions of law. [\[5\]\[36\]](#)

**Safe2Say Something Program**

**The Board directs the Superintendent or designee to develop procedures for assessing and responding to reports received from the Safe2Say Something anonymous reporting program, in accordance with law. The procedures shall establish a framework within which district administration and staff will respond to program reports, coordinate with the county emergency dispatch center(s) and local law enforcement, and provide appropriate assessment and response for the safety and security of students, staff and school facilities, in accordance with applicable law and Board policy and administrative regulations. [\[4\]\[26\]\[32\]\[34\]\[37\]](#)**

NOTES:

-

~~School entities who receive specific federal funding grants for readiness and emergency management may also have additional requirements for compliance with the National Incident Management System (NIMS).~~

False alarms – 18 Pa. C.S.A. Sec. 4905, 4906

Legal References

1. Pol. 705
2. 22 PA Code 10.24
3. 35 Pa. C.S.A. 7701
4. Pol. 805.1
5. 24 P.S. 1517
6. 24 P.S. 1518
7. 24 P.S. 1301-B
8. 22 PA Code 10.11
9. 24 P.S. 1303-A

10. 24 P.S. 1303-B  
11. 24 P.S. 1314-B  
12. 24 P.S. 1315-B  
13. 24 P.S. 1302.1-A  
14. Pol. 804  
15. 35 Pa. C.S.A. 7301 et seq  
16. 24 P.S. 520.1  
17. 24 P.S. 1501  
18. 24 P.S. 1506  
19. 22 PA Code 11.2  
20. Pol. 803  
21. 24 P.S. 1310-B  
22. Pol. 203  
23. Pol. 203.1  
24. 24 P.S. 102  
25. Pol. 333  
26. Pol. 805.2  
27. Pol. 146.1  
28. Pol. 249  
29. Pol. 819  
30. Pol. 227  
31. Pol. 351  
32. Pol. 805  
33. 24 P.S. 1302-E  
34. Pol. 236.1  
35. 24 P.S. 1205.2  
36. 75 Pa. C.S.A. 4552  
37. 24 P.S. 1303-D  
24 P.S. 1205.7  
20 U.S.C. 7112  
20 U.S.C. 7118  
20 U.S.C. 7801  
Pol. 146  
Pol. 236  
Pol. 709  
Pol. 810  
Pol. 909

4633 Lehigh Drive Rear  
Walnutport, PA 18088

PH: 610.224.9091  
FAX: 610.224.9095  
tri-borofence@rcn.com  
www.tri-borofencing.com



# Proposal

Date	Proposal #
9/3/2024	090324-4

PA 011087 NJ 13VH05151500

Name / Address			Job Location		
Saucon Valley School District 2097 Polk Valley Rd Hellertown, PA 18055			Varsity softball outfield fence		
Customer Phone	Customer E-mail	P.O. No.	Terms	Job Name	Rep
610-838-7001 # 6 (Pat)	eli.tirado@svpanthers.org		Net 30	V softball out...	NPY
SPECIFICATIONS AND ESTIMATES FOR:		Referred By			Amount
Furnish and install approximately 365' of 6' high black 2" x 8 gauge, class 2B, vinyl coated chain link fence. All framework to be black as follows: 1-5/8" SS20 top/bottom rail, 2-1/2" SS40 line posts, and 3" SS40 terminal posts. Includes (2) 3" SS40 x 15' high foul posts, powder coated safety yellow and incorporated into fence line. All posts to be set in concrete footers.					18,196.00
PENNSYLVANIA COSTARS #008-E22-818					0.00
- All Tri-Boro Fence employees PA Child Abuse Clearance, FBI Criminal History Background and PA State Police Criminal History Clearances are available upon request.					
CUSTOMER TO OBTAIN PERMIT (unless otherwise arranged) This PROPOSAL may be withdrawn by us if not accepted within 30 days			Total	\$18,196.00	

CUSTOMER(S) HEREBY ASSUMES FULL RESPONSIBILITY FOR THE LOCATION OF THE LINE UPON WHICH SAID FENCE MATERIALS ARE TO BE INSTALLED AND FOR INFORMING TRI-BORO OF THE LOCATION OF ANY AND ALL UNDERGROUND CABLES AND PIPES THAT ARE NOT PUBLIC UTILITIES. CUSTOMER(S) AGREES TO DEFEND, HOLD HARMLESS, AND INDEMNIFY TRI-BORO FENCING CONTRACTORS INC. FROM AND AGAINST ALL CLAIMS, LIABILITIES AND EXPENSES FOR TRESPASS AND OTHER DAMAGE OR LOSS ARISING OUT OF THE LOCATION OF SAID FENCE MATERIALS ON THE LINE SPECIFIED BY THE CUSTOMER.

ANY CHANGES TO THIS FULLY EXECUTED PROPOSAL, SUCH AS ADDITIONS OR SUBTRACTIONS, MAY INCUR ADDITIONAL CHARGES, SUCH AS MATERIAL AND LABOR COSTS AND/OR MATERIAL RESTOCKING AND HANDLING FEES.

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. MANUFACTURER WARRANTIES DO NOT INCLUDE LABOR. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING ADDITIONAL COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS, OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO, AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMEN'S COMPENSATION INSURANCE.

AUTHORIZED SIGNATURE Steve York, Sr.

ALL PARTIES AGREE THAT INVOICES ARE PAYABLE UPON RECEIPT AND 10 DAYS THEREAFTER SHALL ACCRUE INTEREST AT THE RATE OF 1.5% PER MONTH (18% ANNUALLY). ADDITIONAL FEES INCLUDING ADMINISTRATIVE, COLLECTIONS, REASONABLE ATTORNEY FEES, AND COURT COSTS MAY APPLY.

The above prices, specifications, and conditions are satisfactory and hereby accepted. I (We) authorize Tri-Boro Fencing Contractors Inc. to do the work as specified. The prices reflected on this Proposal are to be considered discounted, assuming payment is made by cash or check. If payment is made by credit card, a convenience charge of 3% will be added to this amount when processing the credit card transaction.

Signature: \_\_\_\_\_

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

# SCHOOL FOOD SERVICE SOLUTIONS, LLC. CONSULTING SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is executed on this day, **August 30, 2024**, by and between **School Food Service Solutions, LLC. (SFSS)** with a principal place of business at **113 South 7th Street, North Wales, PA** (the “Consultant”), and **Saucon Valley School District** with a principal place of business at **2097 Polk Valley Road, Hellertown, PA 18055** (the “Client”).

## **Background**

The Consultant is engaged in the business of providing consulting services, training, and program reviews to the food industry for the safe and effective handling of food, training on federal regulations relating to National School Lunch Programs, and business-consulting services related thereto. The Client wishes to retain the Consultant for the purpose of providing certain services, and the Consultant wishes to provide such services specified herein, all on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing Background and the mutual covenants contained herein, and intending to be legally bound, the Consultant and the Client hereby agree as follows:

1. **Engagement** - As of the date set forth above, the Client hereby engages the Consultant to provide services as hereinafter provided, and the Consultant accepts such engagement on the terms and conditions set forth in this Agreement.

2. **Services of Consultant-Scope of Work** - The Consultant agrees to provide the following **scope of services** for the Client:

- A. Assisting with the hiring process and onboarding a Food Service Coordinator.** This includes reviewing applicant resumes, developing interview questions, participating in the interview process, and making recommendations for hiring the most qualified applicant.
- B. Training and Mentoring for the new Food Service Coordinator.** If necessary, SFSS will assist with the training, mentoring, and development of the Food Service Coordinator.
- C. Interim Services:** If necessary, SFSS will provide a qualified interim Food Service Coordinator
- D. Other Services** as requested by the Client.

3. **Materials** - The Consultant will provide all intellectual services necessary to meet the services required by this Agreement.

4. **Compensation**- For the services provided hereunder, the Consultant shall be paid a consulting fee of **\$195.00/hour**. The Consultant shall provide a monthly invoice for its fee and any necessary mileage expenses. The Client shall pay for the services provided within thirty (30) days following receipt of the Consultant’s invoice. Any payments not made within such time shall be subject to a late charge of 2% per month from the due date of payment.

5. **Terms and Termination** - This agreement shall terminate upon completion of the services by the Consultant and payment for such services by the Client, and may also be terminated earlier by either party upon at least thirty (30) days prior written notice to the other party. In the event of such early termination by the Client, the Consultant shall be entitled to payment in full for all services provided, expenses incurred and supplies purchased prior to the date of notice of such termination.

6. **Independent Contractor Status** - Nothing in this Agreement will be construed to constitute the Consultant as an employee, agent, partner or joint venture of or with the Client, nor shall either party have any authority to bind the other in any respect, it being intended that the Consultant shall, at all times, remain an independent contractor responsible for its own actions. The Consultant and the Client agree to the following, consistent with an independent contractor relationship:

- (a) The Consultant has the right to perform services for others during the term of this Agreement.
- (b) The Consultant has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. This includes working remotely and/or onsite as needed.
- (c) The Consultant shall perform the services required by this Agreement, and the Client shall not be required to supervise or pay any third party to assist the Consultant. (d) Neither the Consultant nor the Consultant's employees or subcontractors shall receive any training from the Client in the skills necessary to perform the services required by this Agreement.
- (e) The Client shall not require the Consultant or the Consultant's employees or subcontractors to devote full time to performing the services required by this Agreement.
- (f) Neither the Consultant nor the Consultant's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of the Client.
- (g) The Consultant shall not be fiscally responsible for any USDA fiscal action as a result of the pending administrative review.
- (h) Client's Independent Contractor Addendum (Exhibit A) is attached hereto and made a part hereof.

7. **Taxes** - The Consultant shall be responsible for payment of all taxes incurred in connection with the compensation received hereunder, and the Client will not:

- (a) Withhold income taxes or FICA from the Consultant's payments or make income tax or FICA payments on the Consultant's behalf; or
- (b) Make state or federal unemployment compensation contributions on the Consultant's behalf.
- (c) The charges of consultant for services under this Agreement do not include any state or local sales, use, property, or value added taxes. If the Consultant is required to pay such taxes based on the services provided under this Agreement, such taxes shall be separately billed to the Client.

8. **Assignment** - Inasmuch as this Agreement requires the performance of personal, professional services by the Consultant, it may not be assigned by the Consultant without the prior written permission of the Client. Otherwise, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest.

9. **Entire Agreement** - This Agreement represents the entire agreement between the parties with respect to the subject matter hereof. No change or modification of this Agreement will be enforceable against any party unless the same is in writing and signed by the party against whom enforcement is sought.

10. **Notices** - Any notice or communication required or permitted hereunder will be sufficient if delivered personally, or sent by first class mail, postage prepaid, addressed to the other party at the address set forth in the beginning of this Agreement or at such other address as may hereafter be designated by notice delivered and received.

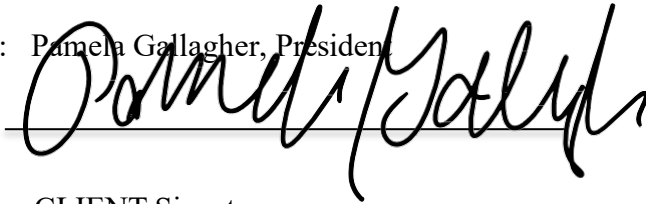
11. **Resolving Disputes** - In the event of any suit or other legal action between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses incurred in connection therewith in addition to any other relief to which such party may be entitled.

12. **Governing Law** - This Agreement is entered into and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

**SCHOOL FOOD SERVICE SOLUTIONS, LLC**

By: Pamela Gallagher, President



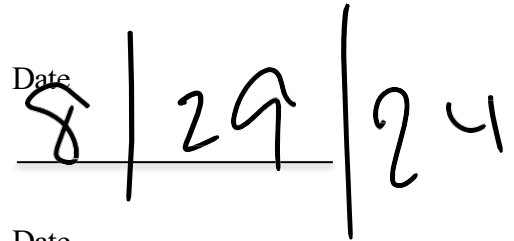
CLIENT Signature:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Date



Date

\_\_\_\_\_

Return signed contract to:

Email: [pam@schoolfoodsolutions.com](mailto:pam@schoolfoodsolutions.com)

Mail: Pamela Gallagher  
113 South 7th Street  
North Wales, PA 19454



6 Danforth Drive  
 Easton PA 18045-7899  
 p 610-252-5550  
 f 610-252-5740  
 www.ciu20.org

### 2024-2025 Special Education Contract

This agreement is made this 28th day of August, 2024 by and between the Colonial Intermediate Unit 20 (hereinafter the "Intermediate Unit") at 6 Danforth Drive, Easton, PA 18045 and the Saucon Valley School District (hereinafter the "School District") at 2097 Polk Valley Road, Hellertown, PA 18055.

WHEREAS, the Intermediate Unit is willing to provide Special Education services to school districts within its service area; and

WHEREAS, the School District desires to engage the service of the Intermediate Unit for its Special Education Program for the 2024-2025 school year.

NOW, THEREFORE, in consideration of the mutual promises contained herein and intended to be legally bound hereby the parties hereto agree as follows:

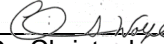

- The Intermediate Unit will provide special education instructional and non-instructional support and related services for the 2024-2025 school year. **The student data used for this contract is the data sent to you on your 2023-2024 final cost per student. The data used for this estimate does not account for new programs, students first coming into our programs or for those leaving our programs.**
- Assignments along with the 2024-2025 rates are as follows:

Service	Program Cost	Saucon Valley	
		EFT	Total Cost
Adaptive Physical Education	\$ 803,680	0.0203	\$ 16,315
Audiology Services	\$ 284,959	0.0402	\$ 11,455
Autistic Support (Center Based)	\$ 313,321	0.0000	\$ -
Autistic Support (Elementary)	\$ 12,329,482	0.0152	\$ 187,408
Autistic Support (Secondary)	\$ 5,796,922	0.0131	\$ 75,940
Emotional Support	\$ 7,326,453	0.0110	\$ 80,591
Hearing Support	\$ 609,237	0.0000	\$ -
Itinerant Hearing Support	\$ 685,081	0.0286	\$ 19,593
Itinerant Speech and Language Support	\$ 4,827,694	0.0137	\$ 66,139
Itinerant Vision Support	\$ 989,611	0.0087	\$ 8,610
Learning Support	\$ 214,814	0.0000	\$ -
Life Skills Support (Elementary)	\$ 2,362,641	0.0488	\$ 115,297
Life Skills Support (Secondary)	\$ 1,648,713	0.0249	\$ 41,053
Multi-Disabilities Support	\$ 2,033,551	0.0473	\$ 96,187
Occupational Therapy	\$ 3,751,232	0.0072	\$ 27,009
Physical Support	\$ 753,223	0.0000	\$ -
Physical Therapy Team	\$ 794,429	0.0279	\$ 22,165
Project SEARCH	\$ 615,042	0.0000	\$ -
Psychological Services	\$ 1,111,318	0.0194	\$ 21,560
<b>TOTAL</b>			<b>\$ 789,322</b>

***Dedicated to Your Children and the People Who Serve Them.  
 Relationships - Responsiveness - Results***

**2024-2025 Special Education Contract  
Saucon Valley School District  
Page 2**

3. The instructional, non-instructional support and related services shall be as defined and limited in the regulations and standards of the United States of America and Commonwealth of Pennsylvania and by the Intermediate Unit Special Education Budget, as well as by any understanding of limitations reached between the Director of Special Education of the Intermediate Unit and the School District.
4. It is further understood that the School District may request additional services and costs for such additional services over and above those provided for in the base agreement and will be assessed according to a plan acceptable to the Superintendent of the District and the Executive Director of the Intermediate Unit.
5. The School District will be responsible for unemployment costs if a Psychologist is hired specifically for your district and the Psychologist is not needed in the 2024-2025 school year.
6. For the services under this 2024-2025 Special Education Contract, the School District will pay an **estimated** amount of \$789,322 to the Intermediate Unit.
7. The Intermediate Unit will invoice the School District in eleven installments.
8. The Intermediate Unit will provide the School District with **estimated** costs by November 2024 and March 2025, as well as the final costs by August 2025.

DocuSigned by:			
	08/28/2024		
Dr. Christopher S. Wolfel	Date	_____	Date
Executive Director		Superintendent	
DocuSigned by:			
	8/29/2024		
Ms. Alisha Kalapay	Date		
Board Secretary			

**CONTRACT FOR SERVICES AGREEMENT**  
**TERMS AND CONDITIONS**

**Services.**

CIU20 will perform the Services in accordance with the Contract for Service as well as these Terms and Conditions.

**Breach.**

The Parties agree that a breach of any of the provisions of these Terms and Conditions shall also constitute a breach of the Contract for Service between the Parties.

**Termination.**

The School Entity may terminate a Student Services Agreement for any reason upon one (1) business day written notice to the CIU20. In the event of termination, the School Entity will be responsible for payment for services rendered on a per diem basis. The CIU20 may terminate this agreement with thirty (30) days' written notice to the School Entity if invoices remain unpaid for one hundred twenty (120) days.

**Independent Contractor.**

It is agreed by the Parties that the CIU20 and its officers, employees, agents, and/or assigns, while engaged in carrying out Services, are independent contractors and are not the officers, employees, agents or assigns of the District. Accordingly, the CIU20, its officers, employees, agents, and/or assigns, are not entitled to benefits provided by the District to its employees, including, but not limited to, group insurance, pension plan enrollment, vacation, leaves of absence, workers' compensation, unemployment compensation, or insurance and any potential claim thereto is hereby specifically waived and forever released. The CIU20 agrees, however, to comply with all laws and regulation which apply to the District (or to the services to be performed by the CIU20), as well as any internal policies and procedures of the District, enacted to comply with laws and regulations.

**Background Checks.**

The CIU20 agrees that it has performed background checks sufficient to satisfy the requirements of the Pennsylvania Public School Code and the Pennsylvania Child Protective Services Law, specifically, 24 P.S. §§ 1-111 and 1-111.1 and 23 Pa.C.S.A. §§ 6344, 6344.2, and 6344.4, each as amended. The CIU20 further agrees that it will immediately notify the District if it knows or has reasonable reason to know that one of its employees / agents / assigns is the subject of a criminal or civil investigation, action, or charges.

**Confidentiality.**

The CIU20 agrees that any information that it receives pursuant to the Contract for Service, and which is subject to the "Family Educational and Privacy Rights Act," shall remain confidential as required by the Act. **See** Act of Aug. 21, 1974, Pub. L. No. 93-380, 88 Stat 484 (codified as amended 20 U.S.C. § 1232g). This provision shall continue in perpetuity after the expiration of these Terms and Conditions.

The CIU20 agrees that any information that it receives pursuant to the Contract for Service, and which is subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), shall remain confidential as required by the Act. **See** Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, 110 Stat. 1935-2103. This provision shall continue in perpetuity after the expiration of these Terms and Conditions.

**Indemnification.**

The CIU20 and School Entity agree to indemnify and hold harmless each other, their employees and directors from liability for monetary damages where such liability is based on the exclusive control and/or affirmative act of the indemnitor. Where a claim against either party is based in tort, the obligation to indemnify shall not exceed the limit or scope of liability for which the party could be liable under Pennsylvania Political Subdivision Tort Act.

**No Indemnification for Violation of FAPE**

As the School Entity has a non-delegable legal duty to provide a Free Appropriate Public Education under Federal and State Law, CIU20 shall have no obligation for indemnification under this Contract for Services for compensatory education or prevailing attorneys' fees associated therewith, arising out of violation of FAPE whether based upon violation of the IDEA or Section 504 of the Rehabilitation Act.

**School Entity's Obligations**

The School Entity, as LEA, while CIU20 provides services under this Contract for Services, shall have a continuing obligation to monitor the progress of its students. School Entity shall regularly attend through qualified representatives all meetings, conferences and reviews required of an LEA by law. Failure by the School Entity to perform its obligations as LEA shall negate any obligation on the part of CIU20 for indemnification under its contract for services agreement.

**Cooperation in Defense of Claim**

In the event of a claim or claims brought against the CIU20 and a district receiving services under a Contract for Services, the District and CIU20 shall before answering such claim or complaint consult with each other and cooperation shall be a condition precedent to any claim for indemnification by either party. Where School Entity claims the right to indemnification, CIU20 shall have the right to control the claim, including the right to choose counsel and to proceed to defend the claim with the same counsel subject to waiver of conflict and agreement by participants' insurers.

**Immunity**

Nothing in these Terms and Conditions or any Contract for Service between the Parties shall be construed to expand the liability of the District, either in tort, contract, or otherwise, beyond the limits of liability imposed by the "Political Subdivisions Tort Claims Act" if the District were alone liable. **See** Act of Oct. 5, 1980, Pub. L. No. 1980-142, sec. 221(f), Ch. 85, Subchs. A & C, 1980 Pa. Laws 739-51 (codified as amended 42 Pa. Cons. Stat. §§ 8501-8564 (West)). These Terms and Conditions shall not be construed to waive or reduce the immunities from civil liability granted by or enlarge the limitations on immunity imposed by said Act. This provision shall take precedence over any conflicting provision within these Terms and Conditions or the Contract for Service between the Parties.

**Insurance.**

Both Parties agree that maintenance of insurance coverage as required hereunder was and is a material consideration bargained for in the inducement of Services and agreed to in these Terms and Conditions and the Contract for Service. Accordingly, the failure of the CIU20 to maintain an insurance policy as specified in this section constitutes a material breach. The CIU20 agrees that it will maintain general liability and educator's errors and omissions insurance through the Term of the Contract for Service with a value of not less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate. School Entity further agrees that it will provide proof of the insurance policy at any time that the CIU20 requests proof of coverage.

**Non-waiver for Failure to Enforce.**

The failure to enforce or require the performance at any time of the provisions of these Terms and Conditions or the Contract for Service between the Parties shall in no way be construed to be a waiver of such provisions and shall not affect either the validity of these Terms and Conditions or any part hereof, or the right of any party thereafter to enforce each and every provision in accordance with these Terms and Conditions.

**Force Majeure.**

Neither Party will be liable for any breach or failure to perform under these Terms and Conditions or any other documents incorporated by reference herein if such breach or failure to perform is due to acts beyond the reasonable control of such Party, which include by way of illustration, but not limitation, acts of God or public enemy, acts of Federal, state or local government, either in its sovereign or contractual capacity, fire, floods, civil disobedience, strikes, lock-outs, freight embargoes, inclement weather, or any other cause or condition beyond such Party's reasonable control; provided, however, that the Party which has been so affected will (i) promptly give written notice to the other of the fact that it is unable to so perform and the causes(s) therefore; and (ii) resume its performance under these Terms and Conditions immediately upon the cessation of such cause(s).

**Severability.**

The Parties hereto agree that if any clause of these Terms and Conditions or Contract for Service between the Parties is held unenforceable, the balance of the Terms and Conditions and Contract for Service shall remain in full force and effect.

**Conflict of Laws.**

These Terms and Conditions and Contract for Service between the Parties shall be interpreted under the laws of the Commonwealth of Pennsylvania in effect as the date of the Contract for Service (or as otherwise indicated). The Parties agree to submit to the jurisdiction of the Northampton County Court of Common Pleas or the United States Court for the Eastern District of Pennsylvania for any action to interpret, enforce, or defend a breach of these Terms and Conditions or Contract for Service between the parties or to seek a declaratory judgment related to these Terms and Conditions or Contract for Service between the Parties.

**Assignment.**

The Parties agree that a material condition of these Terms and Conditions and Contract for Service between the Parties is that they cannot be assigned. Any language to the contrary should be ignored and is unenforceable.

**Notice.**

All notices required shall be in writing. Delivery of Notice shall be made either by (a) hand delivery or (b) certified or registered mail, postage pre-paid, overnight courier addressed as follows, or email with confirmed receipt and copies to their solicitor of record:

**If to Saucon Valley School Entity**

Saucon Valley School Entity  
2097 Polk Valley Road  
Hellertown, PA 18055

**If to CIU20**

Colonial Intermediate Unit 20  
6 Danforth Drive  
Easton, Pennsylvania 18045

If the address of either Party should change, notice shall immediately be made upon the other Party.

COLONIAL INTERMEDIATE UNIT 20  
A Regional Service Agency  
6 Danforth Drive  
Easton, Pennsylvania 18045-7899

CONTRACT FOR SERVICE  
(REVENUE GENERATING)

This contract is entered into by Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, Pennsylvania 18045-7899 and Saucon Valley School District, 2097 Polk Valley Road, Hellertown, PA 18055, (610) 838-7001.

Colonial Intermediate Unit 20 will provide homebound services for students who attend the Saucon Valley School District.

The rates are as follows:

Special Education Teacher	\$ 59.17
Associate Teacher	\$ 24.38

The total amount of this contract will be based on the total number of hours requested, plus mileage as per Colonial Intermediate Unit 20's reimbursement for travel policy. This contract is in effect for the 2024-2025 school year.

Saucon Valley School District will be billed for services rendered by Colonial Intermediate Unit 20.

The signed contract must be returned to Mr. Jon Wallitsch, Assistant to the Executive Director for Management Services, at the Intermediate Unit Office.

  
\_\_\_\_\_  
Mr. Jon Wallitsch  
Assistant to the Executive Director  
for Management Services

8/21/24  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Saucon Valley School District  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal ID Number

To comply with Federal laws, State laws, and State Department of Education regulations concerning equal rights and opportunities and to assure these within our Intermediate Unit, the Colonial Intermediate Unit 20 declares itself to be an equal rights and opportunities agency. As an equal rights and opportunities agency, it does not discriminate against individuals or groups because of race, color, national origin, religion, age, sex and disabilities as defined by law. The Intermediate Unit's commitment to non-discrimination extends to students, employees, prospective employees, and the community.

Successful performance and affirmative action program efforts will provide positive benefits to the Intermediate Unit through fuller utilization and development of previously underutilized human resources. Coordinator of Title IX, Section 504 and ADA is The Director of Human Resources and Research Services, Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, PA 18045, (610) 515-6405, TDD/TTY Hearing Impaired (610) 252-3786.



Dedicated to your children and the people who serve them

6 Danforth Drive  
 Easton PA 18045-7899  
 p 610-252-5550  
 f 610-252-5740  
 www.ciu20.org

**Saucon Valley School District RWAN Internet and DDoS Monthly Cost  
 July 1, 2024 - June 30, 2026 - Internet Access Charge  
 July 1, 2024 - June 30, 2025 - Distributed Denial of Service (Cloudflare) Protection**

Internet Access Charge <sup>1</sup> - (E-Rate Eligible)	\$110.22
PTD Internet (7/1/2024 - 6/30/2026) - \$72.47	
PAIUnet Internet (7/1/2024 - 6/30/2025) - \$37.75	
Distributed Denial of Service (Cloudflare) Protection	\$362.34
<b>Internet and DDoS Sub Total</b>	<b>\$472.56</b>
Estimated E-Rate Credit (Effective E-Rate Discount 59%)	\$65.28
<b>Estimated Monthly Net Due</b>	<b>\$407.28</b>

RWAN Member acknowledges and understands that CIU20 will execute master service agreements with third party vendors to facilitate the RWAN Member’s receipt of Internet and Distributed Denial of Service (DDoS) services at the prices set forth above. In order to do so, CIU20 is contractually bound to PenTeleData for a two (2) year period through June 30, 2026 for the internet access service, to PAIUnet for a one (1) year period through June 30, 2025 for internet access service, and to Central Susquehanna Intermediate Unit (CSIU) for a three (3) year period through June 30, 2025 for Cloudflare DDoS protection. In the event that RWAN Member seeks to terminate this Service Order for the internet access service with CIU20 prior to June 30, 2026, and/or seeks to terminate this Service Order for DDoS protection with CIU20 prior to June 30, 2025, RWAN Member agrees to pay for any early termination charges that CIU20 incurs from PenTeleData, PAIUnet, and CSIU.

The purpose of this service order is to update the internet access charge for the next two (2) years, as the current RWAN agreement that is currently in place until June 30, 2030, only has pricing for internet access service until June 30, 2024. CIU20 bids out internet service every few years to make sure that consortium members receive the best rate for internet service. In addition, this service order also updates the DDoS charge for the next one (1) year. If the consortium's average utilization increases during the term of the contract, it is possible that the charge associated with DDoS above could increase proportionally with the increase of bandwidth utilization.

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<sup>1</sup> The specific quantity of Internet bandwidth being charged to each RWAN member is based on each LEAs # of students relative to the other RWAN members. The total quantity being purchased across the RWAN is 20 Gbps. CIU20 anticipates that there will be adequate capacity to enable each RWAN member to have access to ample bandwidth to meet your needs. CIU20 does not anticipate the need to rate limit the Internet usage at this time.



# COLONIAL


## Intermediate Unit 20

Dedicated to your children and the people who serve them

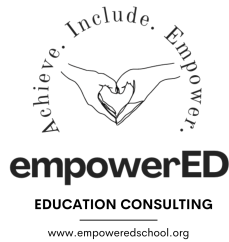
6 Danforth Drive  
Easton PA 18045-7899  
p 610-252-5550  
f 610-252-5740  
www.ciu20.org

### RWAN Member Name - Saucon Valley School District

DocuSigned by:  
  
\_\_\_\_\_  
Dr. Christopher S. Wolfel      08/28/2024      \_\_\_\_\_      \_\_\_\_\_  
Date      Signature of Authorized Individual      Date

DocuSigned by:  
  
\_\_\_\_\_  
Ms. Alisha L. Kalapay      8/29/2024      \_\_\_\_\_  
Secretary to the Board      Date      Printed name of Authorized Signatory

\_\_\_\_\_  
Title of Authorized Signatory



## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“**Agreement**”) is made as of \_\_\_\_\_ (the “**Effective Date**”), by and between Saucon Valley School District (“**Client**”), and **empowerED School Solutions LLC** (“**empowerED**” 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. Description of Services.** 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 (“**Services**”). All such Statements of Work shall be substantially in the form of **Exhibit A** 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. Consultant Personnel**

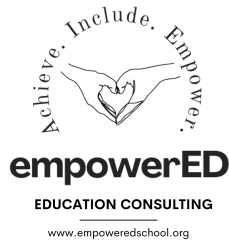
**2.1 Key Personnel.** If key personnel are identified in one or more Statement(s) of Work (“**Key Personnel**”), Consultant represents and warrants to Client that only those Key Personnel will actually perform the designated Services, and that there will be no substitution of Key Personnel during the 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 Compliance with Laws.** 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. Independent Contractor**

**3.1 No Employee Benefits.** 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 No Agency.** 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 Materials and Supplies. 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 Licenses. Consultant is responsible to maintain any professional licenses or credentials required for Consultant and its personnel to perform the Services.

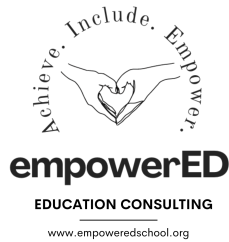
#### **4. Term; Termination**

4.1 Term. 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 Termination for Convenience. 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 Force Majeure. 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 Termination for Cause. 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 Effect of Termination. 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 Invoicing and Payment. 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 Out of Scope Work. 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.

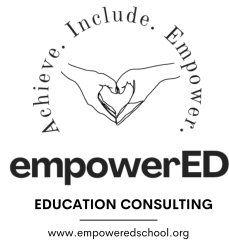
5.3 Taxes. Consultant is responsible to pay all taxes and other withholdings due on all payments under this Agreement. Client shall issue Consultant 1099 tax form(s) for each year in which Services are rendered.

## 6. Confidentiality

6.1 Confidential Information. 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 ("Confidential Information").

6.2 Confidential Treatment. 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 Exceptions. 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 Special Categories of Confidential Information. 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 Presentations and Publications. 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.

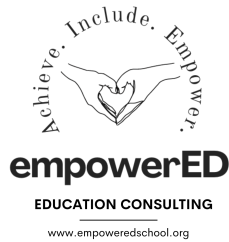
7. Intellectual Property. The Client agrees that presentations, methodologies, know-how, and related materials developed by the Consultant and used to perform Services are the intellectual property of the Consultant and shall not be reproduced, distributed, or displayed without the express written consent 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 Non-Exclusive. 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 Entire Agreement. 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 Amendments. 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 No Further Obligations. 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 Applicable Law. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania, excluding its conflicts of law rules.

8.6 Severability. 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 Legal Authority. 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 Counterparts. 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.

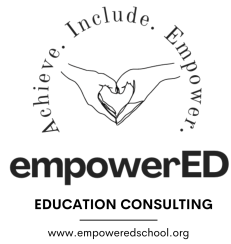
8.9 Survival. The provisions of Sections 2.2 (Compliance with Laws), 3 (Independent Contractor), 5.1 (Invoicing and Payment, 5.3 (Taxes), 6 (Confidentiality), 7 (Intellectual Property) and this Section 8 shall survive the expiration or termination of this Agreement.

8.10 No Waiver. 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 No Assignment. 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.

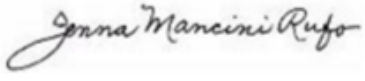
8.12 Notices. Notices required or permitted by this Agreement will be in writing and hand-delivered or sent via email to the respective parties at the email addresses indicated in the applicable Statement of Work.

Signatures next page



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

**CONSULTANT:**

By: 

Name: **Jenna Mancini Rufo, Ed.D.**  
**Founder and Owner, empowerED School Solutions LLC**

Date: **September 5, 2024**

**Client:**

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. Up to ten hours of instructional coaching to the IEP team of student AM
- b. Up to ten hours of on-site observation of student AM

**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. \$275 per hour of instructional coaching not to exceed ten hours - \$2,750
- b. \$275 per hour of on-site observation not to exceed ten hours - \$2,750


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:**

<b>EmpowerED:</b>	Name: Jenna Rufo	Email: <a href="mailto:jenna@empoweredschool.org">jenna@empoweredschool.org</a>
	Name: Eleanor Hilbert	Email: <a href="mailto:el@jennarufo.com">el@jennarufo.com</a>
<b>Client:</b>	Name:	Email:

**CONSULTANT:**

By: 

**Name:** Jenna Mancini Rufo, Ed.D.  
 Founder and Owner, Empowered School Solutions LLC  
**Date:** November 9, 2023

**Client:**

By \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Organization \_\_\_\_\_  
 Date \_\_\_\_\_