

Agenda of Regular Board Meeting

The Board of School Directors East Penn School District

A Regular Board Meeting of the Board of School Directors of East Penn School District will be held Monday, August 24, 2026, beginning at 7:30 PM Board Room of the Administration Building, 800 Pine Street, Emmaus, PA 18049.

1. MEETING OPENING

1.A. Call to Order; Pledge of Allegiance

1.B. Requests to Comment at Board Meeting

Description:

The purpose of public comment at Board meetings is to allow the Board to learn the thoughts of the public prior to Board deliberation and official action. Although the public comment period of the meeting is not a question and answer session between the public and the Board, the Board may direct staff to follow up and address public inquiries in a reasonably prompt manner.

Per Board Policy 903. Public Comment in Board Meetings, all individuals wishing to comment during the Board meeting shall complete a document designated for requests to comment and submit the document to the Board Secretary prior to the start of the meeting. Individuals shall wait to be recognized by the presiding officer before commenting, must direct all comments to the presiding officer, and must preface their comments by an announcement of their name, and group affiliation, if applicable. Each statement made by an individual shall be limited to three (3) minutes. Commenters may not cede their time to other individuals. No individual may speak more than once on the same topic, unless all others who wish to speak on that topic have been heard and there is time remaining in the public comment period.

For your convenience, forms are available in the Board Room.

2. MINUTES

3. SUPERINTENDENT OF SCHOOLS

3.A. District Update - Dr. Kristen Campbell

Speaker(s): Dr. Kristen Campbell, Superintendent

4. CURRICULUM

4.A. Educational Conferences

4.B. Textbook Adoption

Description: Textbook title: Business with Personal Finance for the AP Course

Planned instruction and grade level: AP Business with Personal Finance, Grade 9-12

Number needed: 90

Cost per book: \$124.98 each

Purpose of replacing old textbook: New course, new resource required by College Board

Funding source: OTL, Building, and Department budgets combined

5. PERSONNEL

5.A. Personnel Items

6. BUSINESS OPERATIONS

6.A. Contracts/Agreements

6.B. Vendor	6.C. Contract/Agreement	6.D. Amount
6.E. Communities in Schools	6.F. Integrated Student Supports Contract Emmaus High School Eyer Middle School July 1, 2026 - June 30, 2027	6.G. \$95,759 - EHS \$91,114 - Eyer MS
6.H. Therapy Bridges	6.I. Service Agreement Occupational Therapy 2026-2026 School Year	6.J. \$95/hr
6.K. JB Therapy Solutions	6.L. Speech Language Therapy Services 2026-2027 School Year	6.M. \$125/hr
6.N. Tara L. Dugas, Ed. S	6.O. Independent School Psychologist	6.P. \$115/hr

7. OTHER EDUCATIONAL ENTITIES

7.A. Carbon Lehigh Intermediate Unit Board Member Report - Dr. William Whitney

8. OTHER

8.A. Discussion item:

Agenda structure; specifically a place for board comment, new business and/or old business.

8.B. Discussion Item:

Unless otherwise required by law or requested by a board member, agenda items may be approved by voice vote.

9. ANNOUNCEMENTS

9.A. Executive Session - 7:15 PM

Description:

9.B. Regular Board Meeting: Monday, September 14, 2026; 7:30 PM

10. ADJOURN

Description:

**BOARD OF SCHOOL DIRECTORS
EAST PENN SCHOOL DISTRICT**

MINUTES OF THE AUGUST 10, 2026 REGULAR BOARD MEETING

Board Members Present:

Shonta Ford
Jeffrey Jankowski
Timothy Kelly
Joshua Levinson
Rita Perez
Christine Price
Melissa Stiavelli
William Whitney

Board Members Absent:

Gabrielle Klotz

Others Present:

Dr. Kristen Campbell, Superintendent
Miranda Ortiz, Board Secretary
Marc S. Fisher, Gross McGinley, LLP, Solicitor
Robert E. Saul, Treasurer

1. MEETING OPENING

1.A. Call to Order; Pledge of Allegiance
Call to order at 7:37 PM after the pledge

1.B. Requests to Comment at Board Meeting

<u>Name</u>	<u>Topic</u>
Tanya Miller	Special Education Concerns

2. MINUTES

The Board of School Directors of East Penn SD approve the minutes of the July 13, 2026 Regular Board Meeting. This motion, made by Price and seconded by Jankowski, Resolved.

This resolution was duly adopted by the following roll call vote:

Aye: Ford, Jankowski, Kelly, Levinson, Perez, Price, Stiavelli, Whitney -8

Absent: Klotz -1

3. SUPERINTENDENT OF SCHOOLS

3.A. District Update - Dr. Kristen Campbell

- Dr. Campbell started off her report by recognizing several students throughout the District, starting with recent Emmaus High School graduates, Paige Salley, Peyton Kilka, Jessi Hahn, Diya Shah, Colton Da Silva, and Matt Grim, who earned a permanent place in the Emmaus Remembrance Garden marking the second year EPSD

has had students honored in the Remembrance Garden; Dr. Campbell also recognized two other EHS students, Ellie Bowen, and Sam Pechulis, founders of the non-profit organization, Jon's Room, which is dedicated to creating sensory rooms throughout EPSD; rising EHS first-year students Jackson Chamberlain and Liam Quinn were also recognized for their participation in the USA Lacrosse U15 National Combine; Congratulations were also extended to Eyer Alumni, Emilie Breidenbach and Charlotte Smyth, who recently attended the Rotary STEM Youth Explorer Academy at Kutztown University; lastly, Dr. Campbell recognized the group of 4th grade students at Willow Lane Elementary who created sea turtle conservation posters in which their teacher, Mrs. DeLise, displayed throughout South Carolina to educate residents and visitors about sea turtle conservation, showcasing the meaningful learning taking place in East Penn classrooms.

- Dr. Campbell closed out her report with updates to the 2026-2027 school year including the first day back for students being August 24th, 2026, and shouting out the building leaders and teams who have been working throughout the summer to prepare for the new school year; Dr. Campbell also expressed her gratitude for the EPSD maintenance team and all of their hard work in preparation for back to school; Dr. Campbell urges students and families to continue checking their school's websites for updated regarding meet the teacher nights, open house events, and other opportunities for families to be involved in the school community; Elementary students began receiving their classroom assignments last week of July. For middle and high school students, their schedules will be available in PowerSchool on August 17th; lastly, starting the week of August 10th, STA began mailing bus assignment letters.
- Dr. Campbell concluded her report by reminding families to complete the online returning student form to maintain the most up-to-date contact information for families with information going out to all parents/guardians.
- Board members expressed their satisfaction with the Jon's Room non-profit organization, and recognized that the President of the organization is a former EPSD Board Member.
- Ms. Ford wished all the incoming 2026-2027 East Penn students a productive and successful school year, also thanking the parents/guardians in advance for sending their students prepared and ready for the new year.

4. CURRICULUM

4.A. Educational Conferences

Motion that the Board of School Directors of East Penn SD approve the estimated expenses for the individual(s) attending educational conferences, as per Educational Conferences exhibit. Educational Conferences expensed through the general fund unless otherwise noted. This motion, made by Jankowski and seconded by Stiavelli, Resolved.

This resolution was duly adopted by the following roll call vote:

Aye: Ford, Jankowski, Kelly, Levinson, Perez, Price, Stiavelli, Whitney -8
Absent: Klotz -1

4.B. Informational Item: New textbook for the Board's review:

Textbook title: Business with Personal Finance for the AP Course

Planned instruction and grade level: AP Business with Personal Finance, Grade 9-12

Number needed: 90

Cost per book: \$124.98 each

Purpose of replacing old textbook: New course, new resource required by College Board

Funding source: OTL, Building, and Department budgets combined.

5. PERSONNEL

5.A. Personnel Items

Motion that the Board of School Directors of East Penn SD approve the personnel items being recommended by the Superintendent, as per Personnel Agenda Items exhibit and corresponding exhibit(s). This motion, made by Whitney and seconded by Price, Resolved.

This resolution was duly adopted by the following roll call:

Aye: Ford, Jankowski, Kelly, Levinson, Perez, Price, Stiavelli, Whitney -8

Absent: Klotz -1

6. BUSINESS OPERATIONS

6.A. PRESENTATIONS - Lehigh Valley Health Network/Jefferson Health Sports Medicine Services

- Presenters Robert McClarin, Craig Souders & Lisa Liddington
- Ms. Ford thanked the LVHN/Jefferson team for their partnership with East Penn and the work they do for our students.
- Dr. Levinson also expressed gratitude and appreciation for the team.

6.B. PRESENTATIONS - Communities in Schools

- Dr. Campbell provided a brief introduction. She noted that this is an annual informational update only and the agreement will be on the August 24th agenda for board action. She introduced Mr. Phil Parise, Director of Programs for Communities in Schools. Currently, this partnership offers support at EHS and Eyer Middle School. The site coordinators, Mrs. Williams at EHS and Mrs. Hackman at Eyer Middle School were recognized for their positive work with students.
- During the presentation, Mr. Parise reviewed the support models and the three focus areas in place in both buildings, including attendance, school climate, and social emotional learning. He reviewed the 2025-2026 end of year data of student outcomes and caseload demographics.
- Board members expressed their appreciation for the presentation, offered feedback, and asked follow-up questions.
- Administration and the CIS team responded to board members' inquiries and requests for clarification.

6.C. District Bills

Motion that the Board of School Directors of East Penn SD approve the District bills, as per Bill List exhibit(s). This motion, made by Jankowski and seconded by Whitney, Resolved.

This resolution was duly adopted by the following roll call:

Aye: Ford, Jankowski, Kelly, Levinson, Perez, Price, Stiavelli, Whitney -8

Absent: Klotz -1

6.D. Treasurer's Report

That the Board of School Directors of East Penn SD approve the Treasurer's Report for month ended June 30, 2026, as per Treasurer's Report exhibit. This motion, made by Jankowski and seconded by Whitney, Resolved.

This resolution was duly adopted by the following roll call vote:

Aye: Ford, Jankowski, Kelly, Levinson, Perez, Price, Stiavelli, Whitney -8

Absent: Klotz -1

6.E. Contracts/Agreements

Vendor	Contracts/Agreements	Amount
Bayada Home Health Care, Inc.	Nursing Services One Student 2026-2027 School Year	\$65.00/hr
Team Counseling Concepts, Inc.	Additional Behavioral Support	\$95.00/hr

Motion that the Board of School Directors of East Penn SD approve the following contract(s)/ agreement(s), as per corresponding exhibits. This motion, made by Jankowski and seconded by Whitney, Resolved.

This resolution was duly adopted by the following roll call:

Aye: Ford, Jankowski, Kelly, Levinson, Perez, Price, Stiavelli, Whitney -8

Absent: Klotz -1

- Dr. Whitney asked a question about the amount of liability coverage in the Bayada Home Health Care, Inc. contract. Response given to Dr. Whitney by Board Solicitor, Marc Fisher.

6.F. Use of District Facilities — Group IV Organizations

Motion that the Board of School Directors of East Penn SD grant permission for the following organizations to use district facilities. This motion, made by Jankowski and seconded by Whitney, Resolved.

This resolution was duly adopted by the following roll call vote:

Aye: Ford, Jankowski, Kelly, Levinson, Perez, Price, Stiavelli, Whitney -8

Absent: Klotz -1

7. OTHER EDUCATIONAL ENTITIES

7.A. Carbon Lehigh Intermediate Unit Board Member Report - Dr. William Whitney

- Dr. William Whitney reported on the July 20th, 2026 CLIU Board of Directors meeting providing the following highlights:
 - Presentation by Amber Snyder, Assistant Director of Special Education, on the CLIU "G Club" (girls club) partnership with Girls Scout of America, which provides several young women within the IU programs the opportunity to attend the Mosey Wood Girls Scout summer camp for a week. This year, there were a total of 5 CLIU campers who attended, one of which is an East Penn student.
 - Organizational goals for the 2026–2027 school year were reviewed and board approved, which include: strengthening collaboration between CLIU leadership and Carbon Lehigh County administrators; improving communications; providing more updates about what the IU is doing both on Social Media and through newsletters; maintaining service and commitment through professional development and mentoring opportunities; and continuing to provide quality and economy regarding billing systems, transparency, and communication with the various districts.
 - Personnel updates include: the retirement of the Director of Business Services, Jeanne Coy; 2 Special Education Supervisor positions have been filled; and the position of Administrative Assistant to the Executive Director, who will also serve as the Board Secretary, has been filled.

8. OTHER

8.A. Discussion item:

Agenda structure, specifically a place for board comment, new business and/or old business

- A discussion item about agenda structure, specifically a place for board comment, new business and/or old business was addressed with Board members expressing their potential interest in the agenda change. A subset of Board members will meet to come up with drafted parameters for said agenda change to be discussed at a future board meeting.

9. ANNOUNCEMENTS

9.A. Executive Session — 6:45 PM

- Topics of discussion were litigation, personnel items, and confidential matters.

9.B. Regular Board Meeting: Monday, August 24, 2026; 7:30 PM

10. ADJOURN

There being no further business to come before the board, this motion to adjourn, made by Perez and seconded by Jankowski, Resolved.

Motion was unanimously adopted by voice vote. Meeting adjourned at 9:54PM.

Educational Conferences

Expensed through the general fund unless otherwise noted.

Conference Title & Sponsor: Social Studies Teachers Content Networking Group/ CLIU 21

Location: CLIU 21
Date(s): November 19, 2026
Attending: Anthony Toto
Position/Building: 7th Grade Social Studies / LMMS
Cost: \$0

Conference Title & Sponsor: BHA Special Education Law Conference/ Behavioral Health Associates (BHA)

Location: Lehigh University
Date(s): October 23, 2026
Attending: Carli Harrell
Position/Building: Supervisor / Special Education Department
Cost: \$274.51

Conference Title & Sponsor: BHA Special Education Law Conference/ Behavioral Health Associates (BHA)

Location: Lehigh University
Date(s): October 23, 2026
Attending: Jody Freed
Position/Building: Director / Special Education Department
Cost: \$250.00

Conference Title & Sponsor: Annual Conference & Expo/Association of School Business Officials (ASBO)

Location: Pittsburgh, PA
Date(s): October 14 – October 16, 2026
Attending: Robert Saul
Position/Building: Business Administrator/Administration
Cost: \$1,600.00

PERSONNEL AGENDA ITEMS EXHIBIT

RESOLVED, That the Board of School Directors of East Penn SD approve the following personnel items, as recommended by the Superintendent:

I. Resignation(s)

<u>Name</u>	<u>Position</u>	<u>Building</u>	<u>Effective Date</u>
Tonya Capizzi	Staff Assistant	EHS	8/5/2026
Lisbeth Corporan Espinosa	Instructional Assistant	Willow Lane ES	8/9/2026
Sue Edelman	Food Service Coordinator	EHS	8/19/2026
Erika Guaranda	Staff Assistant	EHS	8/10/2026
Evelyn Hatzistamatis	Remedial Assistant	LMMS	8/18/2026
Theresa Johnson	Food Service Support Staff	EHS	8/21/2026
Lisa Lucchesi-Wood	Administrative Assistant	EHS	TBD
Emily Rodriguez	Staff Assistant	EHS	8/19/2026
Karen Sechler	Staff Assistant	EHS	8/10/2026
Melissa Sell	Elementary Teacher	Lincoln ES	10/17/2026 or sooner
Victoria Smith	Spanish Teacher	EHS	10/9/2026 or sooner

II. Rescinded Offers

<u>Name</u>	<u>Position</u>	<u>Building</u>	<u>Date Rescinded</u>
Brandi Geiger	Per-diem Health Room Nurse Substitute <i>(pending the receipt & approval of all necessary documentation)</i>	N/A	6/5/2026
Mackenzie Healy	Per-diem Instructional Assistant & Staff Assistant Substitute <i>(pending the receipt & approval of all necessary documentation)</i>	N/A	6/5/2026
Michaelene Helm	Per-diem Instructional Assistant, Remedial Assistant & Staff Assistant Substitute <i>(pending the receipt & approval of all necessary documentation)</i>	N/A	6/5/2026
Chasity Smith	Per-diem Food Service Substitute <i>(pending the receipt & approval of all necessary documentation)</i>	N/A	8/12/2026
Amanda Sousa	Food Service Support Staff <i>(pending the receipt & approval of all necessary documentation)</i>	Macungie ES	7/15/2026

III. General Leave of Absence(s) Per Board Policy 339 – Uncompensated Leave

<u>Name</u>	<u>Position</u>	<u>Building</u>	<u>Effective Date</u>
Adrianna Cabrey	Staff Assistant	Alburtis ES	9/24/2026 – 12/22/2026
Madeline Valois	Remedial Assistant	Shoemaker ES	8/24/2026 – 6/16/2027

IV. Professional Employee Appointment(s) CORRECTION*

Name: Nichole Kreiger
 Education Level: B. S. Degree; M. A. Degree
 Undergraduate School: Kutztown University
 Graduate School: Grand Canyon University
 Assignment: Special Education Teacher – Emmaus HS
 (Resignation of M. Bruder)
 Certification: Instructional II: Special Education PK-8; Grades PK-4
 Emergency Permit: Special Education PK-12
 Experience: Special Education Teacher: Allentown SD; 5/2021 – Current
 Special Education Teacher: Arts Academy Charter School; 8/2018 –
 5/2021
 Salary: ~~\$81,000~~; \$81,100*; Year 9; M
 Effective: 9/28/2026 or sooner
(Pending the receipt & approval of all necessary documentation)

V. Full-Time Substitute Appointment(s)

Name: Alyvia Feichtel
 Education Level: B.S. Degree
 Undergraduate School: Kutztown University
 Assignment: Special Education Teacher – Jefferson Elementary
 (Leave of M. Rolek)
 Certification: Instructional I: Grades PK – 4
 Emergency Permit: Special Education PK - 12
 Experience: Student Teacher; East Penn SD; 3/2026– 5/2026
 Salary: \$66,500 Year 1; B
 Effective: 8/17/2026

VI. Custodial Staff Appointment(s)

<u>Name</u>	<u>Position</u>	<u>Salary/Hours</u>	<u>Effective Date</u>
Shawn Arrington	Custodian – 3 rd Shift EHS	\$27.71/hr 40 hrs/wk (Termination of J. Opdyke)	TBD <i>(pending the receipt & approval of all necessary documentation)</i>
Ryan Lingold	Custodian – 3 rd Shift EHS	\$27.71/hr 40 hrs/wk (Termination of P. McArdle)	TBD <i>(pending the receipt & approval of all necessary documentation)</i>

I. Registration & Assessment Specialist

<u>Name</u>	<u>Salary</u>	<u>Effective Date</u>
Lisa Lucchesi-Wood	\$51,000 (Retirement of W. Crossley)	TBD

II. Support Staff Appointment(s)

<u>Name</u>	<u>Position</u>	<u>Salary/Hours</u>	<u>Effective Date</u>
Jaime DiPietro	Instructional Assistant Shoemaker ES	\$21.50/hr 29 hrs/wk (Resignation of K. Schultz)	8/17/2026
Theresa Johnson	Instructional Assistant Eyer MS	\$21.50/hr 29 hrs/wk (Resignation of G. Dranichak)	8/25/2026
Cora MacArthur	Instructional Assistant Macungie ES	\$21.50/hr 29 hrs/wk (Resignation of R. Rodriguez-Hernandez)	8/24/2026
Mamta Malik	Instructional Assistant LMMS	\$21.50/hr 29 hrs/wk (Retirement of D. Sheldon)	TBD <i>(pending the receipt & approval of all necessary documentation)</i>

Nicole Kline	Staff Assistant EHS	\$20.37/hr 29 hrs/wk (Resignation of J. Kloss)	TBD <i>(pending the receipt & approval of all necessary documentation)</i>
Kari Kanusky	Staff Assistant LMMS	\$20.37/hr 29 hrs/wk (Transfer of M. McCartney)	TBD <i>(pending the receipt & approval of all necessary documentation)</i>

III. Food Service Support Staff Transfer of Assignment(s)

<u>Name</u>	<u>From</u>	<u>To</u>	<u>Effective Date</u>
Amy Bower	Food Service Leader EHS 37.50 hrs/wk	Food Service Coordinator EHS 38.75 hrs/wk (Resignation S. Edelman)	8/24/2026

IV. 2026-2027 Schedule B Co-Curricular Appointments (Exhibit "A")

V. 2026 – 2027 CLIU Guest Teacher Per Diem Substitute List (Exhibit "B")

VI. 2026 - 2027 EPSD Guest Teacher Substitute List

Paige Dormann	EPSD Guest Teacher
Barry Eisenberg	EPSD Guest Teacher
Justin Fiorillo	EPSD Guest Teacher
Cynthia Merlo	EPSD Guest Teacher
Kaylee Sam	EPSD Guest Teacher

VII. Additions to the STA of Pennsylvania, Inc. Transportation Personnel List – 2026-2027 School Year

<u>Name</u>	<u>Role</u>
Tracey Klotz	Driver

VIII. Additions to the 2026-2027 Annual Academic Positions – Schedule A - *Correction

<u>Name</u>	<u>Position</u>	<u>Stipend</u>	<u>Effective Date</u>
Jenna Cole* Cook	Shoemaker Head Teacher	\$2, 257	(TBD-pending the receipt & approval of all necessary documentation)

IX. Addition to 2026-2027 New Teacher Induction Mentors

Nicole Gillen

X. 2026 - 2027 Per Diem Substitute

Ryan Branch	Teacher <i>(pending the receipt & approval of all necessary documentation)</i>
Tonya Capizzi	Staff Assistant
Evelyn Hatzistamatis	Retired Teacher
Ed Middlecamp	Biology; Science Teacher
Emily Rodriguez	Staff Assistant

XI. Board Approved Personnel – Update to Pending Documentation Start Date

<u>Name</u>	<u>Position</u>	<u>Building</u>	<u>Board Approved</u>	<u>Start Date</u>
Aaryanna Hughes	Math Teacher	EHS	6/8/2026	8/13/2026
Addison Jones	H/W/F - FTS	Eyer	7/13/2026	8/13/2026
Alyssa Swafford	Substitute - FS	N/A	8/10/2026	TBD
Amy Kimball	Elementary teacher	Lincoln	6/22/2026	8/13/2026
Anna Rodinov	Special Education FTS	EHS	8/10/2026	8/13/2026
Brian Langdon	Music Teacher	LMMS	6/22/2026	8/13/2026
Brooke Faust	Special Education Teacher	EHS	6/8/2026	8/13/2026
Carolyn Rice	IA	Willow Lane	8/10/2026	9/21/2026
Catherine Yahr	English Teacher	EHS	4/27/2026	8/13/2026
Chelsey Lindaberry	Art Teacher	Eyer	6/8/2026	8/13/2026

Christopher Miller	Special Education FTS	EHS	5/11/2026	8/13/2026
Courtney Destito	Food Service	EHS	7/13/2026	8/17/2026
Cozette Evans	Elementary teacher	Willow Lane	8/10/2026	8/13/2026
Danielle Barnes	Special Education FTS	Willow	5/11/2026	8/13/2026
Diana Lujan	FS	LMMS	8/10/2026	8/17/2026
Eliana Diaz	SA	Willow Lane	7/13/2026	8/17/2026
Garrett Camelleri	Elementary teacher	Alburtis	6/8/2026	8/13/2026
Grace Rau	Part Time Custodian	Wescosville	7/13/2026	8/5/2026
Harry Garis, III	Custodian	EHS	7/13/2026	8/3/2026
Jamie Lessard	SA	Alburtis	8/10/2026	8/17/2026
Jenna Cole	Instructional Specialist	Shoemaker	6/22/2026	8/13/2026
Jenna Romig	RA	LMMS	8/10/2026	8/24/2026
Jennifer Renna	IA	Lincoln	6/8/2026	8/17/2026
Jilian Keller	Elementary teacher	Jefferson	6/8/2026	8/13/2026
Kaelee Mackey	Special Education Teacher	LMMS	7/13/2026	8/13/2026
Kaitlyn Kulnis	Science Teacher	EHS	6/8/2026	8/13/2026
Kara Grice	Social Studies Teacher	EHS	6/8/2026	8/13/2026
Katherine Rife	IA	Eyer	8/10/2026	8/20/2026
Kimberly Brown	Science Teacher	LMMS	6/8/2026	8/13/2026
Kristen Robinson	English Teacher	Eyer	5/11/2026	8/13/2026
Laurie Sparango	AA	EHS	7/13/2026	7/15/2026
Lily McComsey	Science Teacher	EHS	6/8/2026	8/13/2026
Lisa Dorn	IA	Eyer	8/10/2026	8/20/2026
Madeline Ofray	FS	Lincoln	8/10/2026	8/24/2026
Mara Hudak	FS	LMMS	8/10/2026	8/17/2026
Maria Shehab	Elementary teacher	Macungie	6/8/2026	8/13/2026
Mary Wiley	IA	Shoemaker	7/13/2026	8/17/2026
Megan Maybray	ELD Teacher	EHS	4/27/2026	8/13/2026
Michele Watson	IA	Willow Lane	7/13/2026	8/17/2026
Michelle Velez	Spanish Teacher	EHS	4/27/2026	8/13/2026
Nadera Hafeez	IA	LMMS	6/8/2026	9/14/2026
Naomi Brashear	Elementary teacher	Alburtis	6/8/2026	8/13/2026
Paola Celis	IA	Willow Lane	7/13/2026	8/17/2026
Robert McFetridge	Art Teacher	EHS	4/27/2026	8/13/2026
Sasha Lopez	Special Education FTS	Eyer	8/10/2026	8/13/2026
Sophia Romano	Per-diem Substitute	Lincoln	7/13/2026	8/13/2026
Stacia McLaughlin	Social Studies FTS	EHS	5/11/2026	8/13/2026
Tara Young	FS	EHS	8/10/2026	8/17/2026
Theresa Johnson	FS	Floater	8/10/2026	8/24/2026
Zachary St. Pierre	Special Education FTS	LMMS	7/13/2026	8/13/2026

2026-2027 Schedule B
Co-Curricular Appointments

School	Name	Position	Contract/ Volunteer	Amount	Notes
EHS	Ramella, Dennis	Athletic Event Worker	Contract	\$59/game	Retiree
EHS	Hafner, Samuel	Athletic Event Worker - Chain Gang - Football	Volunteer	\$0.00	New Position for 26-27
Eyer	Behr, Michael	Best Buddies Club	Club A	\$212.50	Change from Club B to Club A; shared with K. Hastie (\$425 x .5)
Eyer	Hastie, Kristin	Best Buddies Club	Club A	\$212.50	Change from Club B to Club A; shared with M. Behr (\$425 x .5)
LMMS	Allwein, Kathy	Chaperone	Contract	\$82/event	
LMMS	Annoni, Gregory	Chaperone	Contract	\$82/event	
LMMS	Blose, Brandi	Chaperone	Contract	\$82/event	
LMMS	Bokansky, Bridget	Chaperone	Contract	\$82/event	
LMMS	Bosse, David	Chaperone	Contract	\$82/event	
LMMS	Bosse, Nicole	Chaperone	Contract	\$82/event	
LMMS	Boyer, Blake	Chaperone	Contract	\$82/event	
LMMS	Buck, Meaghan	Chaperone	Contract	\$82/event	
LMMS	Cari, John	Chaperone	Contract	\$82/event	
LMMS	Cederberg, Lars	Chaperone	Contract	\$82/event	
LMMS	Coleman, Diane	Chaperone	Contract	\$82/event	
LMMS	Colletti, Megan	Chaperone	Contract	\$82/event	
LMMS	Dahlquist, Justin	Chaperone	Contract	\$82/event	
Eyer	Derer, Corey	Chaperone	Contract	\$82/event	
LMMS	Dormann, Paige	Chaperone	Contract	\$82/event	
Eyer	Dorn, Lisa	Chaperone	Contract	\$82/event	
LMMS	Dzedzy, Jennifer	Chaperone	Contract	\$82/event	
LMMS	Erb, Audrey	Chaperone	Contract	\$82/event	Retiree
LMMS	Faust, Kimberly	Chaperone	Contract	\$82/event	
LMMS	Fenstermaker, Valerie	Chaperone	Contract	\$82/event	
LMMS	Fisher, Philip (Rett)	Chaperone	Contract	\$82/event	
LMMS	Fowkes, Michele	Chaperone	Contract	\$82/event	
LMMS	Frey, Deborah J.	Chaperone	Contract	\$82/event	
LMMS	Green, Emily	Chaperone	Contract	\$82/event	
LMMS	Gruber, Jennifer	Chaperone	Contract	\$82/event	
LMMS	Hanna, Virginia	Chaperone	Contract	\$82/event	
LMMS	Harm, Michael	Chaperone	Contract	\$82/event	
LMMS	Harned, Michelle	Chaperone	Contract	\$82/event	
LMMS	Harvey, Clare	Chaperone	Contract	\$82/event	
LMMS	Herman, Heather	Chaperone	Contract	\$82/event	
Eyer	Hrickzko, Kimberley	Chaperone	Contract	\$82/event	
LMMS	Jones, Lydia	Chaperone	Contract	\$82/event	

2026-2027 Schedule B
Co-Curricular Appointments

LMMS	Langdon, Brian	Chaperone	Contract	\$82/event	
LMMS	Leschinsky, Denine	Chaperone	Contract	\$82/event	
Eyer	Lopez, Sasha	Chaperone	Contract	\$82/event	
LMMS	Malischewski, Ron	Chaperone	Contract	\$82/event	
LMMS	McCartney, Kelly	Chaperone	Contract	\$82/event	
LMMS	Miller, Brian	Chaperone	Contract	\$82/event	
LMMS	Mosquera, Paola	Chaperone	Contract	\$82/event	
LMMS	Pena, Lourdes	Chaperone	Contract	\$82/event	
LMMS	Pomerhn, Sarah	Chaperone	Contract	\$82/event	
LMMS	Rainford, Katrina	Chaperone	Contract	\$82/event	
LMMS	Ramirez, Joseph	Chaperone	Contract	\$82/event	
Eyer	Rife, Katherine	Chaperone	Contract	\$82/event	
LMMS	Rollo, Tara	Chaperone	Contract	\$82/event	
LMMS	Romano, Michael	Chaperone	Contract	\$82/event	
LMMS	Rutch, Julia	Chaperone	Contract	\$82/event	
LMMS	Schaeffer, David	Chaperone	Contract	\$82/event	
LMMS	Schaeffer, Lori	Chaperone	Contract	\$82/event	
LMMS	Scholl, Greg	Chaperone	Contract	\$82/event	
LMMS	Serensits, Robin	Chaperone	Contract	\$82/event	
LMMS	Shotwell, Scott	Chaperone	Contract	\$82/event	
LMMS	Shubzda, Jennifer	Chaperone	Contract	\$82/event	
LMMS	Smith, Kadie	Chaperone	Contract	\$82/event	
LMMS	Smith, Thad	Chaperone	Contract	\$82/event	
LMMS	Solt, Justin	Chaperone	Contract	\$82/event	
LMMS	St. Pierre, Denise	Chaperone	Contract	\$82/event	
LMMS	Stamberger, Faith	Chaperone	Contract	\$82/event	
LMMS	Toto, Anthony	Chaperone	Contract	\$82/event	
LMMS	Trinkle, Kathi	Chaperone	Contract	\$82/event	
LMMS	Tucker, Megan	Chaperone	Contract	\$82/event	
LMMS	Welsko, JoAnn	Chaperone	Contract	\$82/event	
LMMS	Williams, Christina	Chaperone	Contract	\$82/event	
LMMS	Yartymyk, Heather	Chaperone	Contract	\$82/event	
LMMS	Yergey, Melissa	Chaperone	Contract	\$82/event	
Eyer	Boyle, Sean	Drone Club	Club C	\$1,615.00	
LMMS	Bosse, David	Extended Learning Program	Contract	\$48/Session	Max 8 Sessions Per Month for 7 Months
LMMS	Bosse, Nicole	Extended Learning Program	Contract	\$48/Session	Max 8 Sessions Per Month for 7 Months
EHS	McLaughlin, Jennifer	Extended Learning Program	Contract	\$48/session	Max 8 Sessions Per Month for 7 Months
EHS	Mainiero, Andrea	Field Hockey Volunteer Assistant	Volunteer	\$0.00	Non-Employee

2026-2027 Schedule B
Co-Curricular Appointments

EHS	Haberl, Jeff	Football Assistant Coach - 7	Contract	\$3,824.50	Non- Employee; Shared with J. Lettera (\$7,649 x.5)
Middle School	Marin, Edgar	Football Volunteer Assistant	Volunteer	\$0.00	Non-Employee
EHS	Ramella, Dennis	Game Manager	Contract	\$101/game	Retiree
EHS	Sackey, Alex	Soccer Volunteer Assistant (Girls)	Volunteer	\$0.00	Non-Employee
Eyer	Sledz, Julia	Volleyball Volunteer Assistant (Girls)	Volunteer	\$0.00	

2026-2027 CLIU Guest Teachers

<u>Last Name</u>	<u>First Name</u>
AKILLAS	RAQUEL
ALDRICH	KENNETH
ALHADEETHI	SERAA
ALLEN	MATTHEW
ANDERSEN	JESSICA
ANFUSO	ANDREA
ANTHONY	CHRISTINA
APGAR	TARA
APGAR	TARA
AYR (BAKER)	MELISSIA
Baldo	Suzanne
BALLAS	JILL
BARBOUR	SOFIA
BARHIGHT (HERZOG)	KATHERINE
BARONE (KISLOW)	ERIN
Bartel	Lisa
Bauer	Donna
BEIK (MASSERRAT)	MEHRNOSH
BENES	CHANTEL
BENNER	SARAH
BERG	AMBER
BERGER	AARON
BET	DIANA
BITAR (SHAMMASS)	LANA
BLAHY	OLGA
BLEES	STEPHANIE
BOZORGNIA	MARTINA
BREISCH	TRACY
BRITTO	CHARLOTTE
BRODY (CAMPBELL)	WENDY
BROWNING	MARY ANNE
BUCK	KIMBERLY
Burroughs	Christina
BUS	CATHERINE
CABAN ECHEVARRIA	ISABELLA
CAMPBELL	ANGELA
CAMPBELL	BRADFORD
Cassaro-Deutsch	Sandra
CASTANO	ANA
CHASKY	MICHELE
CHASSARD	AMY
CHEEK	TRACY
CHOI	SO
CHOY	MICHAEL
CHUNG	HEEJIN
CINO	CAROLYN

2026-2027 CLIU Guest Teachers

<u>Last Name</u>	<u>First Name</u>
CLEMENT	ANNA
COLLAZO	LISANDRA
CONNELLY	CHRISTINE
COOPER	SHARON
Costello	Michelle
CREASY	ASHLEY
CROSBIE (SUTHERLAND)	GAIL
CROSSKEN	ROSEMARIE
DALAL	FARHA
DANIEL	D. CRAIG
DANIELSON	ALEXANDER
DAVIS	SHARON
DeCesaris	Donna
DEMATTO	CYNTHIA
DEMOSTHENE	RALPH
DEMPSEY	WILLIAM
DENTON	WENDY
DHANJAL	PAMAN
DI CARLO	AL
DIVERS	ELAINE
DOMMEL	ALBERT
DOMMEL	BONNIE
DRAGOJLO	SANJA
DROGOWSKI	KELLY
Dunbar	Jane
DUNWOODIE	DEVIN
ECONOMOU OLSON	CHRISTINE
EDWARDS	DENYSE
ELKADMIRI	ZOHRA
Epler	Stephanie
ERICKSON	KATHERINE
FANELLI	ALESSANDRA
FARRELL	MICHAEL
FARRO (JEITNER)	STEPHANIE
FATIMA	SHAHAZ
FELFEL	NEVINE
FENERTY	MAUREEN
FIORITO	JENNIE
FLASHNICK	JONATHAN
FLECHA	CHLOE
FLINTOSH	JILLIAN
FOEHRKOLB	JACOB
FOEHRKOLB	JUSTUS
FOEHRKOLB	REBECCA
FOX	PAUL
Fragnito	Jeffrey

2026-2027 CLIU Guest Teachers

<u>Last Name</u>	<u>First Name</u>
Fritzinger	Kelly
FRITZINGER	KURT
FUNK	JOANN
GARMAN	HARRY
Gazo	JoLynn
GEORGIADES	KONSTANTINE
GEORGIADES	ROSEANNE
GIANNATTASIO	SANDRA
GIGLIOTTI	LESLIE
Giordano	Robert
GOPAL	SARANYA
GRAHAM	LEE-ANN
GROM	JENNIFER
GRUBER	JENNIFER
GUFFY	MELINDA
HACKETT	AUDREY
HAGEMES	REBECCA
HANICHAK	ALLIE
Hanna	Janel
HANNA	THERESE
HANNAN	DIERDRE
HANSEN	COLIN
Hardgrove	Dawn
HARRIS	NICHOLE
HARTILL	ABIGAIL
HARTMAN	LARA
HASAN	ATTARID
HASHAM	ZAHEDA
Heffner	Joann
HEMERLYFLUCK	KARLENE
HETTLER	CAITLIN
HILL	MAURA
HOFFMAN	BRANDI
HOLLAND	SARA
HOLTZMAN-JONES	COLLEEN
HOPEK	LAURA
HORWATH	SHANNON
HOYER	ROBERT
HUCKABEE-WASHINGTON	CHERYL
HUDAK	KATHLEEN
HUMMEL	ANNE
IMDORF	TARA
ISSA	SHANNON
Jacoby	Patricia
JANY	TERRI
JEEVA	SUMAYA

2026-2027 CLIU Guest Teachers

<u>Last Name</u>	<u>First Name</u>
JOHANNES (AMY in TIMS)	AMY
JOHNSON	DIANE
JONES (BERGER)	Stephanie
Kalogerakis	Margaret
KANOFF	MAX
KAPOOR	SASHI
KARABASZ	JAMES
Keba	Debra C.
KECK	ANGELA
KHALIL	ENGI
KHALIL	SANAA
KHALIL	VIVIAN
KHOURY	ROULA
KILLIAN	DANIELLE
KNEPPER	LEAH
KOCAK	GOZDE
KOCH	ALISON
Koren	Edward
Kosman	Christine A.
KOSMAN	STACEY
KOUTCH	ERICA
KREINER	SANDRA
KRZTON	MIRIAM
KUCSAN	PRESTON
LA BRIE	SUSAN
LACZO	HEATHER
LANDE	RUSSELL
LANG	MICHAEL
LANG	VICTORIA
LAPINSKI	JAMES
LAUDENSLAGER	BONNIEANN
LAWRENCE	CAROLINE THERESA
LEMIEUX	EDWARD
LENTZ	COREY
LEREW	GRACE
LESHER	JENNIFER
LEZIN	YOLINES
Lippincott	Heather
LLEWELLYN	JAN
LONGACRE (Shannon in TIMS)	SHANNON
LUX	SAMUEL
LYNCH	ALANE
LYNN	JOSEPH
MADONNA	SARA
MAHAR	ROBERT
MAKARY	SALLY

2026-2027 CLIU Guest Teachers

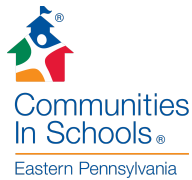
<u>Last Name</u>	<u>First Name</u>
MALAKIEH	PEROUZ
MALAY	MADISON
MANTZ	CONNIE
MARKS	GREGORY
MATHIEU	PAIGE
MATLACK	JAMES
MAZARIEGOS	PATRICIA
McCarroll	Michelle
McCarthy	Cheryl
MCKEEVER	TRISTAN
MCMULLEN	SHAWN
MELBER JR	KENNETH
MICHAUD	SHU HSIEN
MIELE	JOANNE
MILAVSKY	AMY
MILLARD	CRAIG
MILLER	MELISSA
MILLER	STACI
MILLER (DAY)	ASHLEY
MOORE	SARA
Moser	Marlene D.
MURPHY	CAROL
Murty	Madhavi
NAGY	JOHN
NASSIF	PATRICIA
OCHS	LYNN
O'NEILL	MICHELE
ONORATO	JEREMY
PALLOTTA	ELIZABETH
PAUL	ANITA
PAVLACKA	GARRET
PELAK-REA	MEREDITH
PEREZ	ANNETTE
PETERS	JOSEPH
PETERS	VANESA
PORTZ	DEANNA
POSIVAK	LEE
PREDA	CRISTINA
PYCHINKA	CANDY
Quaglio	William
Rahm	Leslie
RAUSCHER (RIGDON)	LAURA
REESE	KIMBERLY
REINHARD	R ERICK
REITZ	AMY
RENDAL	ALICE

2026-2027 CLIU Guest Teachers

<u>Last Name</u>	<u>First Name</u>
RIVERA	OTILIA
RODRIGUEZ	MELISSA
ROHLFING	DEBORAH
Rosahac	Marie
ROSKO	ABBEY
Russo	Michelle
SAFDER	ANEELA
SAMAN	MARIAN
SARA	LOUSIN
SCHAPPELL (JOHNSON-SCHAPPELL)	MARIAN
SCHMITT	DANA
SCHULTZ	KARA
Seibert	Donna
SHAFFER	EMILY
SHAH	WAJEEHA
SHANKWEILER	SUSAN
SILVERSTEIN	CARL
SIMON	MANDY
SIPKO	JOHN
Skidmore	Robin
SKRABAN	SARAH
SLASKI	CHRISTIAN
SLEIMAN	JANUARY
SLIVKA	DAVID
SMELL	ANN MARIE
SMITH	NICOLE
SNOVER	LISA
SNYDER	DAWN
SNYDER	SHARON
SOMISHKA	MICHELE
SOOD	SHIKHA
Sottolano	Patricia
SPERLING	BONNIE
SRIVSTAVA	LAGNA
STARUCK	KELLY
STEK	MICHAEL
STERNER	SILVANA
STEWART	DARLA
Stibrany	William
STOPPER	KRISTINA
STORMO	JENNIFER
STOUDT	ABIGAIL
STRACK	STACIE
SUKLEY	BERNADETTE
SUSANJ	MICHELLE
SWENSON	AMANDA

2026-2027 CLIU Guest Teachers

<u>Last Name</u>	<u>First Name</u>
Taiwo	Anna
TAYLOR	CAROL
TESCHE	ERIC
THOMPSON (WILLIAMS)	TANISHA
THORPE	MAXINE
TOBEY	ANGELA
TOBIA (Woltman)	RUTH
TOJI GOVEAS	PRINCY
TOLAND	MICHAEL
VANGELI	JOHN
VANWHY	VALERIE
VASKO	ROBERT
VASSALLO	HEATHER
Vincent	Gavin
WAGNER	STEVEN
WALCHINSKY	KENNETH
WEBER	JENNIFER
WEGHOFFER	BRANDEN
WELLINGTON	SONYA
WERLING	SHAUNA
WHITMAN	DREW
WILDES	LYNN
WILLIAMS	JACLYN
WILLIAMSON	CHRISTOPHER
WILSON	ALICE
WIN	JANICE
WOLVERTON	MARSHALL
WOODRUFF	CORTNEY
WRASE-CHAVARRO	DIANE
YANDERS	AUSTIN
Yanek	Jacqueline A.
YASHOU	DANA
YEE	CHERISE
YOUNG	TYLER
ZIEGENFUS	ELIZABETH
ZIEGENFUS	MADELINE



Integrated Student Supports Contract

July 1, 2026 – June 30, 2027

This Agreement, dated August 24, 2026, is between the **East Penn School District**, hereinafter referred to as the **DISTRICT**, with principal offices at 800 Pine Street, Emmaus PA 18049 and **Communities In Schools of Eastern Pennsylvania, Inc. (CISEPA)**, hereinafter referred to as the **PROVIDER**, with principal offices at 739 North 12th Street, Allentown, PA 18102.

WHEREAS, the **DISTRICT** wishes to purchase and the **PROVIDER** wishes to furnish the services listed below.

NOW, THEREFORE, intending to be legally bound, the parties hereto agree as follows:

- I. The **PROVIDER** shall implement the Communities In Schools Integrated Student Supports model. The services provided in the school and community will be directed to meet the educational, social and behavioral needs of identified students considered at-risk. Services will include both the delivery of programs that are accessible to all students within the school and targeted interventions, including individual case management, tailored to specific student needs. Such services will be provided at Emmaus High School and Eyer Middle School. One full time on-site Site Coordinator will be assigned to each school to implement the model and deliver student supports. The attached Appendix C includes additional information related to Communities In Schools deliverables and responsibilities of both parties.

Services are flexible to meet the changing instructional models and will continue if the school and/or district shift to a partial or full hybrid learning model(s).

- II. The **DISTRICT** shall provide at no cost to **PROVIDER**:
 - A. Mutually agreeable office space for on-site staff within assigned district building
 - B. Internet connectivity
 - C. Copier and facsimile access
 - D. A telephone
 - E. Access to East Penn School District Trainings as appropriate for designated CISEPA Staff and in coordination with District Administration

- F. Access to school district student information through a district liaison for grant reporting requirements and student monitoring. The **PROVIDER** liaison will be the organizations Vice President of Operations.
- G. Release of staff monthly for 2 hours to participate in CISEPA related staff development & staff meetings

III. Data Sharing

- A. For **PROVIDER** to provide the services to **DISTRICT** as contemplated herein, it may become necessary for **DISTRICT** to share certain individual-level and individually-identifiable data related to **DISTRICT'S** students, which may include personally identifiable information as defined by the Family Educational Rights and Privacy Act (20 USC §1232g et seq.) ("FERPA"). Accordingly, **DISTRICT** shall provide at no cost to **PROVIDER**, upon request, student education records, including student demographic and academic data set forth in Appendix A ("Data"). **PROVIDER** will access Data from *two (2)* schools in the **DISTRICT**, consisting of Emmaus High School and Eyer Middle School. **PROVIDER** shall ensure the confidentiality of student Data through the following methods:
 - 1. **PROVIDER** shall comply with all state and federal laws that apply to the use and release of the Data, including but not limited to FERPA and its regulations, set forth at 34 C.F.R. § Part 99. When necessary to comply with FERPA, **PROVIDER** shall procure the consent of parents or eligible students to the release and use of the Data, and shall maintain and make written proof of parent or student consent available to the **DISTRICT**. An example of said consent form is attached hereto as Appendix B.
 - 2. **PROVIDER** shall restrict access to the Data only to: (i) the person or persons who provide direct services to **DISTRICT** students; or (ii) the person or persons within **PROVIDER'S** organization who have been tasked with analyzing the Data; and make those persons aware of, and agree to abide by, the terms set forth in this Agreement.
 - 3. **PROVIDER** shall not release or otherwise reveal, directly or indirectly, the Data to any individual, agency, entity, or third party not authorized by this Agreement, unless such disclosure is required by law or court order.
 - 4. **PROVIDER** shall not use Data shared under this Agreement for any purpose other than the goals outlined in this Agreement, including the following: (1) conducting needs assessments for students and schools; (2) identifying students exhibiting early warning signs of academic failure or dropout; (3) tracking academic and social resources provided to schools and students; (4)

monitoring and adjusting academic and support services for students; (5) tracking student academic progress and outcomes; (6) conducting research and program evaluation of provided services and support; (7) aiding in school promotion, dropout prevention and student graduation; and (8) linking with third-party data sources such as the National Student Clearinghouse to track long-term outcomes for schools and students.

- B. As between the parties, **DISTRICT** retains all right, title, and interest in and to the Data, and **PROVIDER** acknowledges that it neither owns nor acquires any additional rights in and to the Data not expressly granted by this Agreement. **DISTRICT** hereby grants **PROVIDER** a non-exclusive, non-transferable right and license to (a) use, reformat, display, transform, and create derivative works of the Data during the Term for the limited purpose of exercising **PROVIDER'S** rights under this Agreement; and (b) on a perpetual basis (i) use, display, modify, and create derivative works of the Data (including records) solely to create and compile Aggregate Data; and (ii) copy, display, disclose, modify and distribute Aggregate Data. "Aggregate Data" means aggregated statistics and/or data created or derived by **PROVIDER** from Data that is not personally attributable to or identified with any individual record owner.
- C. **PROVIDER** may provide **DISTRICT** with access to certain analytics and benchmarking data, including Aggregate Data and derivative works thereof, and other standard and/or customized reports prepared by **PROVIDER** for **DISTRICT** (all such reports, analytics, data, content, and information, "Analytics"). As between **DISTRICT** and **PROVIDER**, **PROVIDER** retains all right, title, and interest in and to the Analytics, including all intellectual property rights therein, except for any underlying Data therein. To the extent **PROVIDER** provides **DISTRICT** with access to any Analytics, **PROVIDER** hereby grants **DISTRICT** a limited, non-exclusive, non-transferable license, subject to the terms and conditions of this Agreement, to use and reproduce the Analytics solely for **DISTRICT'S** internal business use and for no other purpose. **DISTRICT** acknowledges that the Analytics are the confidential information of **PROVIDER** and contain valuable trade secrets and other intellectual property of **PROVIDER** and its licensors. **DISTRICT** agrees that it will not, and will not permit any third party to: (a) reproduce (except as expressly permitted herein), modify, translate, or create any derivative work of all or any portion of the Analytics; or (b) sell, rent, lease, distribute, sublicense, disclose, assign, transfer, or otherwise make available to any third party all or any portion of the Analytics. The foregoing restrictions will not limit how **DISTRICT** can use the Data to the extent it is not included in the Analytics. **DISTRICT** will immediately notify **PROVIDER** in the event of any loss or unauthorized disclosure of any Analytics.

- IV. No solicitation of Employees. During the term of this Agreement and continuing for twelve (12) months thereafter, **DISTRICT** shall not, directly or indirectly, (i) induce or attempt to induce any employee of **PROVIDER** to leave the employ of the **PROVIDER**, or in any way interfere with the relationship between **PROVIDER** and any employee thereof; or (ii) hire any person who was an employee of **PROVIDER** during the term of this Agreement; provided that the foregoing shall not be violated by (a)) circumstances where an

employee of a party initiates contact with the other party or any of its affiliates with regard to possible employment; or (b) general solicitations of employment not specifically targeted at employees of a party or any of its affiliates, including responses to general advertisements.

- V. **Confidentiality.** The parties acknowledge that in the course of performance of this Agreement, **PROVIDER** may disclose to **DISTRICT**, or **DISTRICT** may otherwise become aware of, certain valuable confidential and proprietary information. Any and all information disclosed by **PROVIDER** which by its nature is considered proprietary or confidential, and which is disclosed to **DISTRICT** in any manner, shall be considered confidential information regardless of whether such information is specifically labeled as such (“Confidential Information”). **DISTRICT** agrees to maintain all Confidential Information received pursuant to this Agreement in confidence, with at least the same degree of care as it accords to its own confidential information, and will not disclose the same to any third party. This restriction shall not apply to any Confidential Information that: (i) becomes known generally to the public through no fault or action of **DISTRICT**; or (ii) is required by applicable law, legal process, or any order or mandate of a court or other governmental authority to be disclosed; provided, however, in the case of subparagraph V(ii), **DISTRICT** shall give **PROVIDER** reasonable advance written notice of the Confidential Information intended to be disclosed and the reasons and circumstances surrounding such disclosure, in order to permit **PROVIDER** to seek a protective order or other appropriate request for confidential treatment of the applicable Confidential Information. The provisions of this Section V shall survive the termination of this Agreement.
- VI. **Remote Work:** The parties acknowledge that under certain circumstances it may be in the parties’ best interests for CISEPA staff to perform services under this Agreement remotely. Accordingly, CISEPA staff may from time to time request to perform services remotely on a permanent, temporary, or as-needed basis. Such requests shall not be unreasonably withheld or delayed by District; provided that such remote work does not materially interfere with CISEPA’s provision of services under this Agreement.

VI. **Payment**

The **DISTRICT** shall pay the **PROVIDER** a total of \$186,873.00 for services. The **DISTRICT** will be invoiced monthly in equal installments. This payment arrangement shall continue for a twelve-month period beginning July 1, 2026. The **DISTRICT** shall make payment within thirty (30) days of each invoice date. Should the District fail to make payments as required, **PROVIDER** shall have the right to suspend the services.

School	Contract Amount
Emmaus High School	\$95,759.00
Eyer Middle School	\$91,114.00

VII. Covenants, Representatives and Warranties.

A. The **DISTRICT** covenants, represents and warrants;

1. That the person or person signing on behalf of the **DISTRICT** are duly authorized to do so;
2. That the **DISTRICT** is in compliance with all applicable federal, state and local law especially but without limitation, all statutes, ordinances, rules and regulations, governing any and all federal and state funding of the Agreement;
3. That if the representations in Paragraph 2 above should at any time hereinafter become incorrect, the **DISTRICT** will promptly take all steps to correct the noncompliance.

B. The **PROVIDER** covenants, represents and warrants;

1. That the **PROVIDER'S** form of organization is a non-profit organization.
2. That the **PROVIDER** is duly organized, validly existing and in good standing in under the laws of Pennsylvania and validly registered to do business in the Commonwealth of Pennsylvania.
3. That the **PROVIDER**, a corporation, is entering into this Agreement in the ordinary course of its business activities.
4. That the **PROVIDER** now complies with all applicable laws in its business and activities which pertain to the performance of this Agreement.
5. That all individuals providing services by or through **PROVIDER** under this Agreement shall, prior to beginning work, provide current background clearances as required by law, including (1) a completed Pennsylvania criminal history background check; and (2) a completed DPW child abuse clearance form; and (3) a certification on a form to be provided stating that the individual is not disqualified from employment for any reason as set forth in 24 P.S. Section 1-111.

VIII. Special Provisions

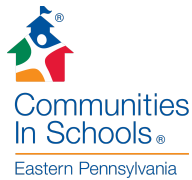
- A. It is agreed by the parties that each party will indemnify and hold harmless the **other**, including but not limited to, as applicable, its elected officials, its officers, employees, and agents, from any and all claims

made against the other party, including but not limited to, damages, awards, costs and reasonable attorney fees, to the extent any such claim directly and approximately results from a party's breach of this Agreement or a party's wrongful, willful or negligent act. Any party receiving notice of claim for which it believes it is entitled to indemnity and/or defense agrees to give the other party prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

- B. Copies of all personally identifiable records of students created or maintained by **PROVIDER** shall be provided to the **DISTRICT** upon request or upon regular intervals as agreed to by the Parties.
- C. Personnel of CISEPA agree that they will reasonably cooperate and participate, without additional cost and without the requirement of a subpoena, in any legal proceeding filed against the **DISTRICT** involving any student for whom CISEPA has provided direct services.
- D. Personnel from CISEPA will be knowledgeable about and adopt the East Penn School District Code of Conduct and all school district and school-based policies and procedures.
- E. Each party will at all times during the term of this Agreement maintain liability insurance.
- F. Both **PROVIDER** and **DISTRICT** shall abide by the provisions of the Family Educational Rights and Privacy Act (FERPA) and to the extent applicable the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- IX. Either party may terminate this Agreement at any time by providing written notice to the other Party at least (thirty) **60** calendar days prior to termination of the Agreement.
- X. This payment/service arrangement will continue to June 30, 2027 or until execution of a separate 2027-2028 service agreement. **DISTRICT** will make prompt payment.
- XI. This Agreement shall become effective upon signature of the authorized representatives of the **DISTRICT** and the **PROVIDER**. Either party may terminate this Agreement if the other defaults by sending to the other sixty (60) day's prior written notice.

Notices to the **DISTRICT** shall be sent addressed as follows:

DISTRICT: EAST PENN SCHOOL DISTRICT
ADDRESS: 800 PINE STREET
EMMAUS, PA 18049



ATTENTION: KRISTEN CAMPBELL, SUPERINTENDENT OF SCHOOLS

Notices to the **PROVIDER** shall be sent addressed as follows:

DISTRICT: COMMUNITIES IN SCHOOLS OF EASTERN PENNSYLVANIA, INC.
ADDRESS: 739 NORTH 12TH STREET
ALLENTOWN, PA 18102
ATTENTION: TIMOTHY MULLIGAN, PRESIDENT & CEO

- XII. This document, and all attachments which have been incorporated by reference, contains all the terms, provisions, and conditions of this Agreement. No term or provision may be unilaterally modified or amended. Any alteration must be reduced to writing and signed by the parties to this Agreement. Any, alteration, variation, modification or waiver of provisions of this Agreement shall be reduced to writing, approved and executed by both parties, and attached to the original Agreement. In the event any provision hereof is declared null or void, the remaining provisions of this Agreement shall remain in full force and effect.
- XIII. Force Majeure. If either party to this Agreement shall be prevented, hindered or delayed in the performance or observance of any of its obligations hereunder (except for non-payment) by reason of any act of God, natural disaster, war, riot, act of terrorism, civil commotion, explosion, fire, government action, epidemic, or other circumstance beyond its reasonable control, and such delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the party through the use of alternative sources or means, then such party shall be excused from further performance or observance of the obligation so affected for as long as such circumstances shall prevail and such party uses its diligent efforts to recommence performance or observance whenever and to whatever extent possible. The party so delayed shall immediately notify the other party and describe the circumstances causing such delay.
- XIV. Governing Law. This Agreement and its subject matter shall be governed by the laws of the Commonwealth of Pennsylvania applicable without regard to their conflict of law's provisions. Any dispute arising out of or relating to this Agreement may be resolved only by the courts of the Commonwealth of Pennsylvania or, if subject matter jurisdiction exists, by the United States federal courts, with venue in the Court of Common Pleas of Lehigh County, Pennsylvania (in the case of state court) or in the Eastern District of Pennsylvania (in the case of federal court).

IN WITNESS WHEREOF, the parties hereto have signed this Agreement.

DISTRICT: EAST PENN SCHOOL DISTRICT

By

Date



East Penn School District, School Board President

PROVIDER: COMMUNITIES IN SCHOOLS OF EASTERN PENNSYLVANIA, INC

By:

Date

Mr. Timothy Mulligan

Communities In Schools of Eastern Pennsylvania, Inc., President & CEO



Service Agreement

Date: August 13, 2026

Between: East Penn School District located at 800 Pine Street, Emmaus, PA 18049 and Therapy Bridges, LLC located at PO Box 76 Emmaus, PA 18049 for the term of the 2026-2027 school year

1 Provider Expectations:

- a. Provide **OT (Occupational Therapy)** and Services to East Penn School District students as determined by the child's IEP or 504 plan.
- b. Submit all reports and necessary paperwork directly to East Penn School District (school) representatives as requested.
- c. Work closely with Regular and Special Education Teachers to ensure service rendered in accordance with student's IEP or 504 plan.
- d. Prepare a Comprehensive Evaluation Report when needed in the required format for the East Penn School District.
- e. Include recommendations and goals on the Evaluation Report that are educationally and instructionally relevant.
- f. Participate in Individual Educational Program meetings in person or via phone when appropriate.
- g. Establish new educational therapy goals on an annual basis or as required.
- h. Submit copies of all certifications for all therapists who will provide service to East Penn School District upon request.
- i. Submit copies of child abuse/criminal background check for all therapists who will provide service to East Penn School District students upon request.
- j. Submit a copy of current Professional Liability Insurance to East Penn School District upon request.

2 Provider Responsibilities:

- a. Contact the teacher to schedule therapy times, after receiving the request from East Penn School District.
- b. Evaluate student (only if requested) and submit written Evaluation Report, within 60 calendar days from the date of the signed PTE or PTRE via email.
- c. Ensure all reports are properly authorized and signed.
- d. Initiate therapy services (only if requested) within 10 calendar days from the IEP meeting date.

3 Termination of Service:

- a. All services will cease on the last day of school, unless an East Penn School District student will participate in Extended School Year (ESY) or compensatory services. Notification in writing to Provider of such instance will occur.
- a. All services will cease in the event the student withdraws from East Penn School District. Notification in writing to Provider of such instance will occur.

4 School District Responsibilities:

- a. Submit appropriate service requests as follows to families and treating therapists:
 - i). Evaluation/Re-Evaluation form
 - (a) Request for Evaluation/Re-Evaluation form
 - (b) Signed Permission to Evaluation/RE-Evaluate (PTE/PTRE)
 - ii). Therapy Session Requests:
 - (c) Student's IEP
 - (d) Student's Evaluation Report for requested services
- b. Provide listing of students requiring ESY or compensatory services. For school year 2026-2027, this notification will take place on or before May 1st, 2027.

5 Allowable Billing:

- i). East Penn School District will pay: Cost for the delivery of **OT** services at the agreed to rates of **\$ 95.00 per hour (23.75 per 15 minutes) of individual occupational therapy (direct therapy only time)**. This includes all time with the student.
- ii). East Penn School District will pay: Cost for the delivery of **OT** services at the agreed to rates of **\$ 95.00 per hour (23.75 per 15 minutes) of indirect services for occupational therapy**. This includes IEP/504 meetings, written input for IEP, teacher consultation, prep time, and weekly/quarterly progress notes).
- iii). East Penn School District will pay: Cost for the delivery of **OT evaluations** at the agreed to rates of **\$350.00 per evaluation and re-evaluation which includes 1.5 hours for administering standardized assessments, observation, and parent/teacher interview along with up to a 5 page written report including goals, objectives, and SDI**. Any administration time beyond 1.5 hours will be reimbursed at a rate of 95.00 per hour. Any report pages required beyond 5 pages will be reimbursed at a rate of \$95.00 per hour.

6 Billing:

- a. The provider is responsible for submitting the following billing information
 - (a) Name of student, grade and service provided
 - (b) Delivery date of service/evaluation
 - (c) Therapist/Evaluator name
- b. East Penn School District will pay for services within forty-five days of receipt of invoice.

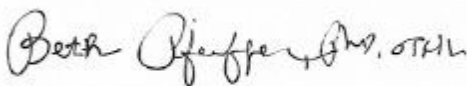
7. Conflict of Interest

East Penn School District agrees NOT to solicit or hire in any capacity a therapist/contractor/sub-contractor of Therapy Bridges during or at any time within 2 years of his or her provision of services to East Penn School District students or Therapy Bridges, LLC. East Penn School District agrees to pay for any legal fees and compensation to Therapy Bridges, LLC for lost revenue or other costs associated with the hiring or soliciting of said therapist/contractor/sub-contractor identified above.

This agreement confirms the provider expectations, provider responsibilities and East Penn School District responsibilities. If accepted, the duration of this agreement shall not exceed the current school year.

Please sign a copy of this agreement where indicated below and return to Therapy Bridges. You will receive an executed contract for your records.

Therapy Bridges, LLC Signatures:



Managing Member of Therapy Bridges, LLC

East Penn School District Representative:

Print Name

Date

Signature

Date

CONTRACT FOR SPEECH-LANGUAGE THERAPY SERVICES

This Agreement ("Agreement") is entered into as of the ____ day of _____, 2026 ("Effective Date"), by and between JB Therapy Solutions, LLC ("Business") and East Penn School District ("District").

RECITALS

WHEREAS, the District provides special education programs for its students and has identified a need for on-demand therapy services as part of these programs; and

WHEREAS, the Business offers such services and desires to contract with the District to fulfill these needs;

The parties therefore agree as follows:

1. Term and Termination:

This Agreement shall remain in effect for the duration of the regular and extended school year, **August 24, 2026 until August 1, 2027** unless otherwise specified in writing. Either party may terminate this Agreement early by providing 30 days written notice of termination if the other party fails to remedy a material breach or misrepresentation associated with this Agreement. In cases of severe misconduct by either party, the Agreement may be terminated without notice. Severe misconduct includes, but is not limited to: (1) criminal activity such as fraud, theft, or embezzlement; (2) any form of abuse, neglect, harassment, or conduct that endangers the safety or well-being of students; (3) unauthorized disclosure of confidential or protected student information in violation of FERPA or other applicable laws; (4) falsification of records, misrepresentation of credentials, or other unethical professional conduct; (5) gross negligence or willful disregard of contractual obligations that results in harm or disruption of services; and (6) failure to comply with federal, state, or local laws, regulations, or professional licensing requirements. In the event of termination for severe misconduct, the terminating party shall have no further financial or contractual obligations beyond payment for services lawfully rendered prior to the termination date.

Upon termination, the Business shall take reasonable steps to facilitate a smooth transition of services, including providing necessary documentation or guidance to a successor provider, if applicable. Any outstanding reports, evaluations, or required service documentation will be submitted by termination date. Additionally, the Business shall return all District-owned materials, equipment, and records within **15** days of termination and ensure that any confidential student records are securely destroyed or returned in compliance with **FERPA** and other applicable privacy laws.

2. Obligations of Business:

The Business shall provide services on-demand or as needed providing the following professional services:

A. Development and implementation of Individual Education Programs for students who qualify for applicable therapy services not limited to direct therapy, consultation, or supervision of related personnel.

B. Skilled recommendations and/or modifications regarding service delivery, modality, and accommodations as deemed appropriate per state guidelines and Scope of Practice.

C. Collaboration with appropriate personnel to address student services and needs.

D. Attendance in student-related meetings such as IEP meetings, annual review meetings, and other meetings deemed appropriate by both parties.

E. Case management of students, as deemed appropriate.

F. Indirect therapy services that support academic achievement include, but are not limited to, skilled session preparation, scheduling, documentation of services provided, and other ancillary tasks deemed necessary to effectively manage and support the assigned caseload.

3. Obligations of District:

These duties are part of the district's obligation to ensure the proper delivery of therapy services.

A. District will provide an adequate space/room for both individual and group therapy sessions.

B. District will give Business access to required screening, assessment, and therapy materials. District will provide district forms, computer, and access to necessary technology for service provision. All requested materials will be provided to Business at least **5** business days prior to service start to allow for smooth initiation of services.

C. The District shall promptly respond to all reasonable requests made by the Business for information, approvals, and other matters related to the Business's services. The Business will not be liable for any delays which result from the District's failure to respond promptly.

D. The district should provide up to **20** days' notice for requests for services from a business, allowing sufficient time for the Business to assess and accommodate the needs of the request effectively. This notice period ensures that the Business can allocate resources, make arrangements, and meet the expectations of the district.

4. Invoicing and Billing:

Billing: The District agrees to pay a rate of \$125 per hour for all services specified in this Agreement, as well for any additional services requested and assigned by the District.

Mileage: District shall pay Business current federal mileage rate for travel between facilities and any travel exceeding 30 miles one way.

Invoicing: Business shall invoice the District by the 5th of each month for services provided

during the previous month. The actual number of hours billed will be based on actual services rendered. Any disputes regarding the invoice must be submitted in writing within 10 days of invoice receipt. District shall pay such invoice within 30 days of receiving the invoice or a 10% invoice increase will be applied for late payment.

Cancellations: The District will be required to pay the full rate for cancellations of services with less than 24 hours' notice. This policy ensures that the Business's time and resources are respected and that any last-minute changes do not disrupt scheduling or service availability.

Collection Fees: If the District fails to remit payment within 30 days past the due date, the Business reserves the right to engage a collection agency or pursue legal action. The District agrees to be responsible for any reasonable costs of collection, including but not limited to, collection agency fees, attorney fees, court costs, and other expenses incurred in recovering the outstanding balance.

5. Privacy and Confidentiality: The Business agrees to comply with all applicable privacy laws, including the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA). All personally identifiable information (PII) and student records obtained during the course of this agreement will be used solely for the purpose of providing services and will not be disclosed without proper authorization, except as required by law.

In accordance with state and federal law, Business reserves the right to disclose confidential information when necessary to report suspected abuse, neglect, exploitation, or any situation that poses a risk to the safety and well-being of a child or vulnerable individual. Such disclosures will be made only to the appropriate authorities, including child protective services, law enforcement, or other designated agencies, as required by law. Mandated reporting obligations take precedence over confidentiality agreements, and no employee or contractor of Business shall be penalized for making a good-faith report of suspected harm

The Business will implement appropriate safeguards to protect confidential information and will immediately notify the District of any unauthorized access, use, or disclosure.

6. Subcontractors/Employees:

To fulfill the terms of this agreement, the Business may utilize subcontractors and/or employees to deliver the specified services. All subcontractors and employees engaged by the Business will perform only the services outlined in this agreement. In the event staffing is required by Business to meet service demands, the Business shall be granted up to 30 days to recruit, hire, or onboard necessary personnel. During this period, the District agrees to allow reasonable flexibility in service delivery. Nothing in this Agreement shall be interpreted to create an employer-employee relationship between the Business and the District. The parties acknowledge and agree that the Business operates as an independent contractor with the District.

7. Workforce Non-Solicitation. During the term of this Agreement and for one year thereafter the District shall not directly or indirectly, for the benefit of the District or any

third party, actually or attempt to, solicit or hire any of the Business's employees or independent contractors (or otherwise interfere with the Business's relationships with them).

8. Insurance: Business shall ensure all its employees and contractors performing services under this Agreement maintain professional liability insurance and, dependent on employee status, is responsible for any Social Security and Income Tax withholdings. Proof of liability insurance with a minimum limits of \$1,000,000 will be provided to the district. District is not responsible for workers compensation insurance or teacher's retirement system.

9. Regulatory Compliance: Business will comply with all Federal, State and Local regulations concerning special education compliance. Business will submit a W-9 form to be kept on file at the school district office. Business shall also submit copies of all clearance certificates to the District for anyone providing services on behalf of the District.

10. Modification and Waiver: No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless contained in writing specifically referring to this Agreement and signed by the parties hereto. The failure by a party at any time to enforce any of the provisions of this Agreement, or to require performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions or to affect either the validity of this Agreement or any part hereof, or the right of such party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

11. Indemnification: The Business agrees to indemnify, defend, and hold harmless the District, its officers, employees, and agents from any and all claims, liabilities, damages, and expenses (including reasonable attorney fees) arising out of or resulting from the Business's performance of services under this agreement, except to the extent caused by the negligence or willful misconduct of the District.

Conversely, the District agrees to indemnify, defend, and hold harmless the Business, its officers, employees, or subcontractors from any and all claims, liabilities, damages, and expenses (including reasonable attorney fees) arising from the District's and its representatives' acts or omissions in connection with this agreement, except to the extent caused by the negligence or willful misconduct of the Business.

12. Entire Agreement: This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof and supersedes any and all other written or oral communications, agreements, or contracts between the parties with respect to such subject matter.

13. Construction: Section headings are included herein solely for convenience of reference and shall not be construed as part of any section or to modify the contents thereof. Any ambiguities in this Agreement shall not be interpreted against the drafting party. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

14. **Governing Law:** This Agreement shall be governed by and construed under the internal laws of the State of Pennsylvania without reference to conflicts of law principles.

15. **Standards, Disclaimers, & Limitations:** The Business's services under this Agreement are limited to providing skilled therapy services, which the Business will perform in accordance with generally accepted industry standards and practices. The Business does not assume any responsibility for the acts or omissions made by the District, its employees, students, caregivers, or any other third party. The Business does not make any guarantees regarding the effectiveness of therapy or student progress. Except as expressly provided in this Agreement, each party disclaims all warranties of every kind, whether express or implied. Neither party will be liable to the other party for any incidental, consequential, indirect, special, exemplary, or punitive damages, arising out of or related to this Agreement. The disclaimers and limitations of liability in this agreement will apply regardless of the underlying legal theory of the claims and regardless as to whether the other party has been advised of the possibility of such damages.

16. **Interpretation:** Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against one party whether under any rules of construction or otherwise. On the contrary, this Agreement has been negotiated by and between the parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

Each party is signing this Agreement as of the Effective Date.

JB Therapy Solutions, LLC

East Penn School District

Sign:

Jessa-Maria Boehm MS., CCC-SLP

Sign: _____

Print: _____

Print: Jessa Boehm, M.S., CCC-SLP

Title: _____

Title: Speech-Language Pathologist

INDEPENDENT CONTRACTOR AGREEMENT FOR SCHOOL PSYCHOLOGY SERVICES

This Independent Contractor Agreement (“Agreement”) is made and entered into this 24th day of August 2026, by and between Tara L. Dugas, Ed.S., an Independent School Psychologist certified in the Commonwealth of Pennsylvania (“Contractor”), and East Penn School District, 800 Pine Street, Emmaus PA, 18049 (“School”). Contractor and School may be collectively referred to herein as the “Parties.”

WHEREAS, the School is responsible for providing educational services to its students;

WHEREAS, the School desires to engage Contractor as an independent contractor to provide school psychology services (“Services”) under the terms and conditions set forth herein; and

WHEREAS, the Parties desire to enter into this Agreement in order to set forth their respective duties, responsibilities, and relationship.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. IDENTIFICATION OF THE PARTIES

A. Contractor
Tara L. Dugas, Ed.S.
Independent School Psychologist
263 High St.
Catasauqua, PA 18032
taraldugas@gmail.com
908-930-7830
EIN: 145-66-3298

B. School
Authorized Representative
East Penn School District
800 Pine St.
Emmaus, PA 18049

II. ENGAGEMENT

Contractor agrees to provide the Services for the School pursuant to the terms described in Exhibit A of this Agreement.

III. INDEPENDENT CONTRACTOR STATUS

The Contractor provides services to the school as an independent contractor and is not an employee of the School. Contractor is solely responsible for all employment-related taxes, contributions, and insurances, and shall have no claim against the School for employee benefits including unemployment, retirement, or paid leave.

Contractor acknowledges that, as an independent contractor, she is not eligible for workers' compensation coverage, unemployment compensation, or any other employee benefits from the School. Contractor is solely responsible for all federal, state, and local taxes arising from compensation paid under this Agreement, including income, self-employment, and payroll taxes, and agrees to hold the School harmless from any related claims or liabilities.

IV. COMPENSATION

Contractor will submit an invoice to the School indicating the hours worked and a description of services rendered, for which the School will pay \$115.00 per hour. Payment shall be made within thirty (30) calendar days of the School's receipt of the invoice. If services require travel, the Contractor shall invoice for travel time at hourly rate noted above and mileage at the prevailing IRS rate for the applicable travel.

V. TERM

The term of this Agreement shall commence on the date first written above and shall automatically renew for successive one (1) year terms unless terminated by either party with thirty (30) days' written notice prior to renewal.

VI. PROMISES AND REPRESENTATIONS OF CONTRACTOR

- A. Contractor will provide and render services in accordance with all applicable federal and state laws and regulations, including the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1400 et seq., and its accompanying regulations, 34 C.F.R. § 300 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et seq., and its accompanying regulations, 34 C.F.R. § 104 et seq.; and Chapters 14 and 15 of the Pennsylvania Code, 22 Pa. Code §§ 14.101 et seq. and 15.1 et seq.
- B. Contractor will comply with Act 34 (Pennsylvania Criminal History Record Information Act), Act 151 (Pennsylvania Child Abuse History Clearance), and Act 114 (Federal Criminal History Background Check), providing current copies of all required clearances to the School within one (1) week of the start date of this Agreement and upon request.
- C. Contractor will maintain adequate and current records for individuals to whom services are provided and will retain testing protocols to protect the confidentiality of testing instruments and client records. Contractor will purge all records,

including testing protocols, three (3) years following the completion date of the evaluation report.

- D. To maintain the quality and timeliness of evaluations, Contractor may, at her discretion, limit the number of cases accepted at any given time to ensure that all services are completed with professional care and attention.

VII. PROFESSIONAL LIABILITY INSURANCE

Contractor agrees to maintain, in effect during the term of this Agreement, professional liability insurance with a reputable carrier in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate.

Contractor shall:

- A. Provide proof of professional liability insurance information to the School upon request and at the commencement of this Agreement; and
- B. Authorize the insurance carrier to notify the School in the event of a cancellation, lapse, or material change in the policy.

Failure to maintain the required insurance or provide evidence of coverage within a reasonable period of time of a request for the same constitutes a material breach of this Agreement.

VIII. CONFIDENTIALITY

- A. Contractor shall not, during or after the term of this Agreement, use for her benefit or disclose in any manner any confidential information or student education records, except:
 - 1. with the written consent of the School, or
 - 2. as permitted or required under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. Part 99, or other applicable law, or
 - 3. when otherwise required by law.
- B. Contractor shall maintain appropriate safeguards to protect the confidentiality of all student information and records obtained in connection with the performance of this Agreement.
- C. The School shall not disclose any information regarding Contractor's professional practices, reports, or personal information to any third party without Contractor's prior written consent, except as required by law.

IX. OWNERSHIP OF WORK PRODUCT

All written reports, evaluations, and related materials prepared by the Contractor in connection with this Agreement shall be deemed the property of the School for educational and administrative use. Contractor retains the right to maintain copies of such materials for professional record-keeping and to use de-identified excerpts or data for purposes of professional consultation, supervision, or continuing education, in compliance with applicable confidentiality laws.

X. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The Parties consent to the exclusive jurisdiction of the Court of Common Pleas of Lehigh County for any concerns arising under this Agreement.

XI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreements, written or oral, concerning its subject matter.

XII. SEVERABILITY

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall continue in full force and effect.

XIII. NO WAIVER

Failure by either Party to enforce any term of this Agreement shall not be construed as a waiver of such term or of any other term hereof.

XIV. IMMUNITY

Nothing in this Agreement shall be construed to waive or reduce any immunities provided under the Pennsylvania Political Subdivision Tort Claims Act.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above

Tara L. Dugas

8/13/26

Tara L. Dugas, Ed.S. / Signature Date

Authorize Representative, East Penn School District / Signature Date

EXHIBIT A – SCHOOL PSYCHOLOGY SERVICES

Contractor will provide the following services as requested by the School:

- Administering, scoring, and interpreting psychological assessments such as cognitive, academic, and behavior rating scales.
- Conducting classroom and school-based observations.
- Reviewing educational records and relevant background information.
- Consulting with school staff (including teachers, speech therapists, occupational therapists, and other specialists) and parents, as needed, to inform evaluations and support student needs.
- Reviewing teacher and/or parent input materials as available; conducting interviews when appropriate to complete evaluations.
- The applicable PTE or PTRE will be developed by the School and Contractor will conduct those assessments selected by the IEP Team as listed in the PTE or PTRE. Contractor reserves the right to recommend additional assessments to the IEP Team and shall conduct those additional assessments recommended by Contractor and agreed to by the IEP Team.
- Writing reports.
- Attending Multidisciplinary Team (MDT) meetings and participating in IEP or 504 meetings as needed for interpretation of evaluation results.
- Preparing for and participating in due-process hearings as a witness regarding reports, if necessary.

EAST PENN SCHOOL DISTRICT

Administrative Regulation 006— Order of Business: New Business, Old Business, and Other

Regulation No.	Implements Policy	Effective Date	Last Revised
006-AR	Policy 006 — Meetings (Order of Business, items 8–10)	[Date of Adoption]	[Date of Revision]

Draft — for administrative and Board review. Bracketed items require district-specific confirmation before issuance. This Regulation supplements Administrative Regulation 006 — Meetings, if one currently exists, and should be read together with it

1. Purpose

Board Policy 006 establishes a standard order of business for regular meetings that includes, among other items, “Other,” “New Business,” and “Old Business.” This Regulation defines each category, establishes how administration classifies and tracks items within them, and sets the procedure for carrying unresolved matters forward from meeting to meeting consistent with the Sunshine Act's requirement that the Board deliberate or act only on matters specifically listed on a properly posted agenda.

Important: “New Business,” “Old Business,” and “Other” are agenda headings, not blanket authorizations. Each individual item placed under one of these headings must still be separately identified on the posted agenda in language the public can reasonably understand. See Policy 006, for general agenda posting and item-addition procedures.

2. Definitions and Scope

Category	What Belongs Here	What Does Not Belong Here	Typical Action
New Business	A substantive matter an individual Board member brings before the full Board for the first time: submitted in advance, or raised from the floor to gauge Board support for future placement.	Administrative recommendations (see relevant substantive heading); a matter already on the Old Business log; routine informational items (see “Other”).	Discuss/vote (advance-submitted) or gauge support for a future agenda (from the floor).
Old Business	A matter previously introduced, tabled, postponed, or referred for further study that is returning for continued action.	A brand-new matter; an item already finally resolved by prior Board vote.	Vote, further table, or withdraw.
Other	Routine or procedural items not fitting the enumerated substantive categories: correspondence, informational reports, recognitions, proclamations, scheduling matters.	Any matter requiring Board deliberation or a vote with public-interest significance; those belong under New or Old Business, or the relevant substantive heading.	Receive/acknowledge ; rarely a vote.

3. New Business

3.1 Definition

A New Business item is a substantive matter that an individual Board member wishes to bring before the full Board for the first time. New Business is the mechanism for member-initiated matters specifically; administrative

recommendations are introduced under the relevant substantive heading (curriculum, personnel, business/operations, etc.), not as New Business.

3.2 Advance Submission (Standard Path)

A Board member wishing to place a New Business item on a posted agenda shall submit it in writing to the Board Secretary by the standard agenda-submission deadline in Policy 006. The submission shall include a brief description of the matter sufficient for public posting.

3.3 Posting

The Board Secretary shall list each New Business item individually on the posted agenda under the “New Business” heading, with a description specific enough to identify the substance of the matter, not merely the word “item” or the member's name.

3.4 Raising a New Matter During the Meeting

A Board member may also raise a matter for the first time from the floor during the New Business portion of an open meeting, without prior written submission. Because the Sunshine Act generally limits the Board to deliberating or acting on matters listed on the posted agenda, a matter raised this way is treated as follows:

1. The member briefly describes the matter and the reason for raising it.
2. The presiding officer may ask for a sense of the Board, an informal, non-binding indication of support for placing the matter on a future agenda for full discussion and a vote.
3. If a majority of directors present indicate support, the presiding officer directs the Superintendent and Board Secretary to place the matter on a future agenda as New Business.
4. No binding vote or other official action may be taken on the substance of the matter itself at the meeting where it is first raised from the floor, unless it independently qualifies under one of the exceptions in Policy 006 most relevantly, addition to that night's agenda by majority vote of directors present and voting, with the presiding officer announcing the reason before the vote.

3.5 Action

For an item submitted in advance and posted per Sections 3.2–3.3, the Board may discuss and act on it at the meeting where it appears, unless the presiding officer or a majority of the Board determines it requires further study. If the Board defers action, the Board Secretary moves the item to the Old Business log described in Section 4 below. For an item raised from the floor per Section 3.4, action at that same meeting is limited as described there.

3.6 Documentation

The Board Secretary records in the minutes the identity of the member raising a New Business item (whether submitted in advance or from the floor), a description of the matter, any indication of Board support, and whether the item was scheduled for a future agenda, added to that night's agenda by majority vote, or acted upon directly.

4. Old Business

4.1 The Old Business Log

The Board Secretary shall maintain a running Old Business log recording, for each unresolved matter: the date it was first introduced, the date and reason it was tabled or referred, the responsible party for any follow-up (administration, committee, or director), and the anticipated date it will return to the Board.

4.2 Carrying Items Forward

An item remains on the Old Business log and shall be listed on the posted agenda under “Old Business” at each applicable meeting until the Board takes final action (approval, denial, or withdrawal) or formally refers it elsewhere. The Board Secretary removes an item from the log once it is finally resolved and notes the disposition in the minutes.

4.3 Motions

1. Motion to table: identifies the item, is seconded, and passes by majority vote of directors present and voting; the Board Secretary logs the item as Old Business per Section 4.1.
2. Motion to remove from the table / take up Old Business: identifies the specific item by log entry; upon passage, the item returns to active discussion at that meeting or is scheduled for a stated future meeting.
3. Motion to withdraw: removes the item from the log; the Board Secretary notes the withdrawal and reason, if given, in the minutes.

5. Other

The “Other” heading is reserved for routine or procedural items that do not fit the Board's substantive agenda categories (e.g., curriculum, personnel, business operations) and do not require Board deliberation or a vote such as correspondence, informational updates, recognitions, or scheduling announcements. Administration shall route any item involving deliberation, expenditure, or a vote to “New Business,” “Old Business,” or the relevant substantive heading instead, so that its public-interest significance is reflected on the posted agenda.

6. Documentation in the Minutes

For each New Business, Old Business, or Other item addressed at a meeting, the Board Secretary shall record in the minutes:

- The category under which the item was addressed.
- The substance of the matter and any motion made.
- The vote taken, if any, including individual votes on a roll call.
- For Old Business items, the disposition (resolved, further tabled, or withdrawn) and, if further tabled, the anticipated return date.

7. Relationship to Mid-Meeting Agenda Additions

A matter that was not listed on the posted agenda under New Business, Old Business, or Other may not be introduced and acted upon at the meeting itself except under the limited circumstances set out in Policy 006 (emergencies; time-sensitive, de minimis business; business raised by a resident or taxpayer; or addition by majority vote with the reason announced). Administration shall apply that section, not this one, when a genuinely unlisted matter arises during a meeting.

8. Review

This Administrative Regulation shall be reviewed whenever Board Policy 006 is revised, and periodically to confirm continued alignment with Sunshine Act requirements.

East Penn School District

Policy 006 — Meetings

Printed 8/11/2026

Policy Number	006
Title	Meetings
Adopted	11/9/2015
Revised	2/12/2024

006

Meetings

📅 Adopted: 11/9/2015 📅 Last Revised: 2/12/2024

Parliamentary Authority

All Board meetings shall be conducted in an orderly and business-like manner. The most current edition of Robert's Rules of Order shall govern the Board in its deliberations in all cases in which it is not inconsistent with law, state regulations or Board procedures. [\[1\]\[2\]](#)

Quorum

A quorum shall consist of a majority of the members of the Board. No business shall be transacted at a meeting without a quorum, but the school directors present at such a meeting may adjourn to another time. [\[3\]](#)

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 school director shall be elected President pro tempore by a majority 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. Voting will continue until one (1) candidate receives the majority of those present and voting. [\[4\]\[5\]\[6\]\[7\]](#)

Meeting Notifications

Notice of all open Board meetings, including committee meetings and work 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 posting of such notice at the administrative offices of the Board.[\[8\]](#)[\[9\]](#)

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 the 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 Lehigh 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 each regular meeting shall be given to school directors at least four (4) days prior to each meeting.

Notice of all rescheduled meetings and special meetings shall be given to school directors at least twenty-four (24) hours prior to the time of the meeting.[\[9\]](#)[\[10\]](#)

Agenda Notifications

All school directors have the right to suggest items and resolutions to be placed on the agenda. School directors shall submit agenda items to the Board Secretary by the close of the business day one (1) week prior to the following Board meeting.

The agenda, together with all relevant reports, shall be delivered to each school director at least four (4) days before the meeting.

School directors are expected to read the information provided to them and to contact the Superintendent to request clarification of information provided to assist them in their decision-making responsibilities.

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 twentyfour (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.

Agendas and minutes of open Board meetings shall be made available to the bargaining agent of the teacher's bargaining unit upon request, in accordance with the collective bargaining agreement.

Agenda Preparation

It shall be the responsibility of the Board President, Superintendent, and Board Secretary to jointly prepare an agenda of the items of business anticipated to come before the Board at each open meeting.

Additions to the Agenda

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

Emergencies – 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.[\[11\]](#)

Business Raised by Residents or Taxpayers During the Meeting – 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:[\[9\]](#)[\[11\]](#)[\[13\]](#)

1. Conference sessions.
2. Executive sessions.

Order of Business

1. Meeting Opening

1.A Call to Order; Pledge of Allegiance

1.B Requests to Comment at Board Meeting

2. Minutes

3. Superintendent of Schools

4. Curriculum

5. Personnel

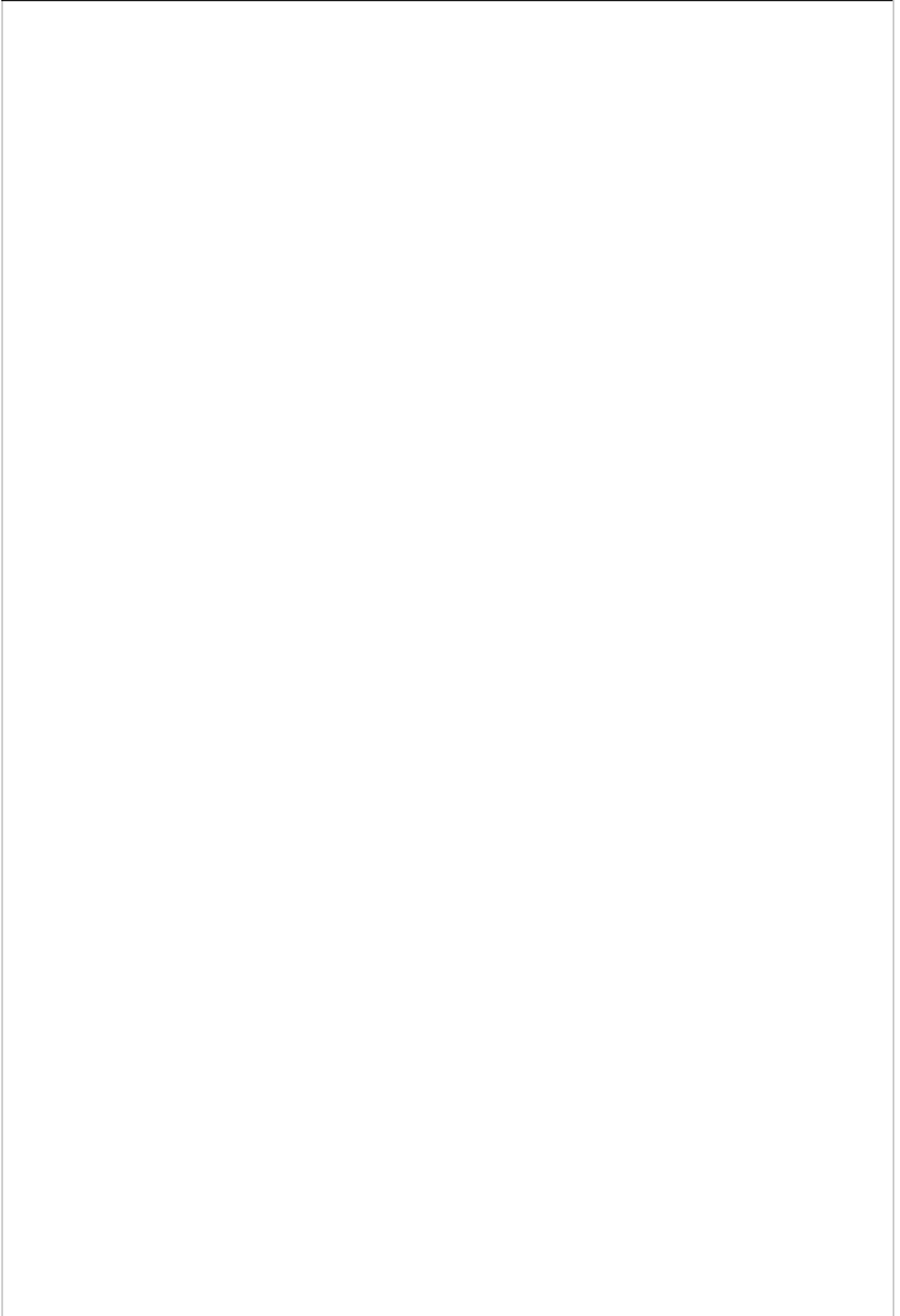
6. Business Operations

7. Other Educational Entities**8. Other Business****9. New Business****10. Old Business****11. Announcements****12. Adjourn****Regular Meetings**

Regular Board meetings shall be open and shall be held at specified places at least once every two (2) months.[\[2\]](#)[\[14\]](#)

Special Meetings

Special meetings may be called for special or general purposes and shall be open except when conducted as an executive session for purposes authorized by law.[\[2\]](#)[\[5\]](#)[\[10\]](#)[\[15\]](#)



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) school 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 school directors.[\[5\]](#)

No business shall be transacted at any special meeting except that named in the call sent to school directors for such special meeting.[\[10\]](#)

Public Participation

At each open Board meeting, prior to official action by the Board, district residents and taxpayers, and others at the discretion of the presiding officer, may address the Board in accordance with law and Board procedures and policy. The address is limited to three (3) minutes per individual speaker. Time may not be yielded or otherwise transferred by a speaker to another member of the public wishing to address the Board.[\[2\]](#)^{[\[12\]](#)}

Voting

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

Before actions by the Board are requested or recommended, the Board shall be provided with adequate data and back-up information to assist the Board in reaching sound and objective decisions consistent with established goals.

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

Special Voting Requirements –

**Indicates actions for which the minutes ~~also~~ must reflect how each school director voted.*

1. Actions requiring the unanimous affirmative vote of all members of the Board remaining in office:
 - a. Appoint as Board Secretary a former school director who has resigned, before the expiration of the term for which the director was elected.*[\[16\]](#)[\[17\]](#)
 - b. Appoint as solicitor a former school director who has resigned, before the expiration of the term for which the director was elected.*[\[16\]](#)[\[17\]](#)
2. Actions requiring the 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.*[\[17\]](#)[\[19\]](#)
 - c. Hiring as a teacher a former school director who has resigned, before the expiration of the term for which the director was elected.*[\[16\]](#)[\[17\]](#)
 - d. Conveying land or buildings to certain charities or other public agencies without following prescribed valuation procedures or with more favorable financing.*[\[17\]](#)[\[20\]](#)
 - e. Fixing the fiscal year to begin on the first day of January.[\[21\]](#)
 - f. Incurring temporary debt.*[\[17\]](#)[\[19\]](#)[\[22\]](#)
 - g. Dismissing a tenured professional employee after a hearing.*[\[17\]](#)[\[23\]](#)
 - h. Borrowing in anticipation of current revenue.*[\[17\]](#)[\[24\]](#)
 - i. Adopting or changing textbooks without the recommendation of the Superintendent.*[\[17\]](#)[\[25\]](#)

3. Actions requiring the affirmative votes of a majority of the full membership of the Board:

- a. Fixing the length of the 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 old ones.*[\[17\]](#)
- j. Creating or increasing any indebtedness.*[\[17\]](#)
- k. Adopting planned instruction.[\[17\]](#)^[33]
- l. 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. 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.*[\[17\]](#)

- r. Dismissing, after a hearing, a Superintendent, Assistant Superintendent or nontenured teacher.*[\[17\]](#)[\[37\]](#)[\[38\]](#)
- s. Determining the location and amount of any real estate required by the school district for school purposes.*[\[17\]](#)[\[39\]](#)
- t. Vacating and abandoning property to which the Board has title.*[\[17\]](#)[\[40\]](#)
- u. Appointing a school director to fill a vacancy on the Board.*[\[17\]](#)[\[41\]](#)
- v. Calling a special meeting when the President has failed to do so after written request of three (3) members of the Board.[\[5\]](#)
- w. Declaring that a vacancy exists on the Board by reason of the failure or neglect of a school director to qualify.[\[42\]](#)
- x. Adopting, amending or repealing Board procedures and policy.[\[43\]](#)
- y. Adopting a corporate seal for the district.
- z. Approving or denying a charter school application.*[\[44\]](#)
- aa. Approving or denying a multiple charter school organization application.*[\[45\]](#)
- ab. Establishing joint schools or departments.*[\[46\]](#)

Abstention From Voting

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. [\[47\]](#)

De minimis economic impact – an economic consequence which has an insignificant effect. [\[47\]](#)

Immediate family – parent, spouse, child, or sibling. [\[47\]](#)

Business with which associated – 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 – parent, sibling, spouse, child, stepchild, grandchild, child of a sibling, first cousin, sibling-in-law, or sibling of a parent.

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

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. Date, place, and time of the meeting.

2. Names of school directors present.
3. Presiding officer.
4. Substance of all official actions.
5. Actions taken.
6. Recorded votes and a record by individual members of all roll call votes taken.[\[53\]](#)
7. Names of all members of the public who appeared officially and the subject of their testimony.
8. Any matter added to a posted agenda, including the substance of the matter, the announced reason and the recorded vote, where applicable.[\[9\]](#)[\[11\]](#)

The Board Secretary shall provide each school director with a copy of the minutes of the last meeting at least four (4) 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. [\[1\]](#)[\[55\]](#)[\[56\]](#)

Recess/Reconvene

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

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.[\[15\]](#)[\[13\]](#)[\[58\]](#)

The Board may discuss the following matters in executive session:

1. Employment issues.
2. Labor relations.
3. Purchase or lease of real estate.
4. Consultation with an attorney or other professional advisor regarding information or strategy in connection with litigation or with issues on which identifiable complaints are expected to be filed.
5. Matters that must be conducted in private to protect a lawful privilege or confidentiality.
6. School safety and security, of a nature that if conducted in public, would:[\[15\]](#)
 - a. Be reasonably likely to impair the effectiveness of school safety measures, or
 - b. Create a reasonable likelihood of jeopardizing the safety or security of an individual or a school, including a building, public utility, resource, infrastructure, facility or information storage system.

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

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 procedures.[\[2\]](#)[\[57\]](#)

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 school directors. Public notice of the meeting shall be made in accordance with Board procedures.

The Board Secretary shall provide notice of a meeting of the Committee of the Whole in accordance with Board procedures.[\[8\]\[9\]](#)^[57]

Committee Meetings

Committee meetings may be called at any time by the committee chairperson, with proper public notice, or when requested to do so by 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, committee meetings shall be open to the public, other school directors, 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 an area under discussion.

School directors who are not committee members but who attend committee meetings may not vote on committee matters.

Board Meeting News Coverage

Local news media representatives shall be welcome to attend all open meetings. In the event that representatives of the news media are unable to attend a Board meeting, they shall be provided an informal summary of important Board actions, upon request.^[12]

Electronic Recording of Board Meetings

The Board may establish reasonable guidelines for electronic recording of meeting proceedings by the media. The purpose of the guidelines shall be to preserve an appropriate meeting decorum and to prevent any disruption to the proper conduct of Board business.^[12]

If electronic recording devices are to be used, news media representatives shall register with the Board Secretary prior to the opening of the meeting.

All meetings may be recorded by the Board Secretary.

Footnotes

[1] 24 P.S. 407

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[2] 65 Pa. C.S.A. 701

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[3] 24 P.S. 422

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[4] 24 P.S. 405

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[5] 24 P.S. 426

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[6] 24 P.S. 427

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[7] 24 P.S. 428

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[8] 65 Pa. C.S.A. 703

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[9] 65 Pa. C.S.A. 709

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[10] 24 P.S. 423

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[11] 65 Pa. C.S.A. 712.1

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[12] Pol. 903

Policy Reference

Referenced policy is not available in this policy book.

[13] 65 Pa. C.S.A. 707

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[14] 24 P.S. 421

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[15] 24 P.S. 425

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[16] 24 P.S. 324

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[17] 24 P.S. 508

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[18] 24 P.S. 609

[19] **24 P.S. 687**

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[20] **24 P.S. 707**

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[21] **24 P.S. 671**

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[22] **24 P.S. 634**

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[23] **24 P.S. 1129**

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[24] **24 P.S. 640**

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[25] **24 P.S. 803**

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[26] **Pol. 108**

Policy Reference

Referenced policy is not available in this policy book.

[27] **24 P.S. 1071**

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[28] **24 P.S. 1076**

[29] **Pol. 604** *Referenced policy is not available in this policy book.*
Policy Reference

[30] **Pol. 005** *Referenced policy is not available in this policy book.*
Policy Reference

[31] **Pol. 606** *Referenced policy is not available in this policy book.*
Policy Reference

[32] **Pol. 605** *Referenced policy is not available in this policy book.*
Policy Reference

[33] **Pol. 107** *Referenced policy is not available in this policy book.*
Policy Reference

[34] **24 P.S. 621**
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[35] **Pol. 608** *Referenced policy is not available in this policy book.*
Policy Reference

[36] **Pol. 610** *Referenced policy is not available in this policy book.*
Policy Reference

[37] **24 P.S. 1080**
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[38] **24 P.S. 514**
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[39] **24 P.S. 702**
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[40] **24 P.S. 708**

[41] **24 P.S. 315**

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[42] **Pol. 004**

Policy Reference

Referenced policy is not available in this policy book.

[43] **Pol. 003**

Policy Reference

Referenced policy is not available in this policy book.

[44] **24 P.S. 407**

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[45] **24 P.S. 1729.1-A**

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[46] **24 P.S. 422**

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[47] **24 P.S. 405**

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[48] **65 Pa. C.S.A. 1103**

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[49] **Pol. 827**

Policy Reference

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[50] **24 P.S. 1111**

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[51] **65 Pa. C.S.A. 703**

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[52] 65 Pa. C.S.A. 706

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[53] 65 Pa. C.S.A. 709

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[54] 24 P.S. 433

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[55] Pol. 800

Policy Reference

Referenced policy is not available in this policy book.

[56] Pol. 801

Policy Reference

Referenced policy is not available in this policy book.

[57] Pol. 006

Policy Reference

Referenced policy is not available in this policy book.

[58] 65 Pa. C.S.A. 701

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[61] 24 P.S. 426

[62] 24 P.S. 423

[63] 24 P.S. 324

[65] 24 P.S. 508

[69] 24 P.S. 671

[85] 65 Pa. C.S.A. 1102

[87] 24 P.S. 1129

[89] 65 Pa. C.S.A. 1103

[90] 24 P.S. 518

[92] 65 Pa. C.S.A. 705

[93] 24 P.S. 433

[94] 24 P.S. 425