Committee as a Whole

Monday, August 10, 2026 6:00 PM
Parkland Administration Center, 1210 Springhouse Road, Allentown, PA 18104

1.	**Call to Order**	
2.	**Special Presentations**	**Speaker(s):** Dr. Mark Madson
2.1.	Land Use Legal Support	**Speaker(s):** Dr. Mark Madson & Mr. Matt Trantor
2.2.	Screentime	**Speaker(s):** Dr. Mark Madson
3.	**Academics, Arts and Athletics Updates**	
3.1.	Remote Learning Days	**Speaker(s):** Ms. Kelly Rosario
3.2.	Kutztown University Affiliation Agreement	**Speaker(s):** Dr. Michelle Minotti
3.3.	Newline Interactive Flat Panels	
3.4.	Special Education and Student Services Annual Agreements	
3.5.	Informational Items for Board Members	**Speaker(s):** Ms. Kelly Rosario
3.5.1.	New Teacher Orientation	
3.5.2.	Title Funding Allocations	
4.	**Facilities and Operations Updates**	
4.1.	Cetronia Property Demolition: Credit	**Speaker(s):** Mr. Arthur Oakes
4.2.	OMS: Engineer Contract for Sewer	**Speaker(s):** Mr. Arthur Oakes
4.3.	OMS: Bathroom Update	**Speaker(s):** Mr. Art Oakes
4.4.	PHS Storm Sewer Line	
4.5.	PHS: Steel	**Speaker(s):** Mr. Art Oakes
4.6.	Kratzer Change Order	
5.	**Policy and Finance Updates**	
5.1.	Policy Updates	**Speaker(s):** Dr. Timothy Chorones
5.2.	Pennsylvania School Code Updates	**Speaker(s):** Dr. Timothy Chorones
6.	**Superintendent Update**	**Speaker(s):** Dr. Mark Madson
7.	**Public Comment**	**Speaker(s):** Dr. Mark Madson
8.	**Adjournment**	**Speaker(s):** Dr. Mark Madson

8.1. Next Committee of the Whole Meetings

AFFILIATION AGREEMENT BETWEEN KUTZTOWN UNIVERSITY OF PENNSYLVANIA AND PARKLAND SCHOOL DISTRICT

THIS AGREEMENT, is entered into on this __18th_____ day of ___August_____ ("Effective Date"), by and between **KUTZTOWN UNIVERSITY OF PENNSYLVANIA**, (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and **PARKLAND SCHOOL DISTRICT, with principal offices located at 1210 Springhouse Road, Allentown, PA, 18104** (hereinafter "School District"). University and School District may hereinafter be individually referred to a a "Party" and collectively referred to as the "Parties."

WHEREAS, University provides educational programs and practicum experiences to its students and desires to obtain clinical practicum experience for its students who are enrolled in a specific program and provide the education and training required to earn their respective academic degree or certification; and

WHEREAS, School District agrees to make its facilities available to University and its students necessary to provide clinical experience to Students, including student teaching, professional development, internships, and student observers (hereinafter referred to as the "Program"). This Agreement provides for clinical practicum experience for students enrolled in University's College of Education approved certification programs (hereinafter referred to as "Student(s)"); and

WHEREAS, School District and University are desirous to establish a relationship, pursuant to the provisions of this Agreement, whereby Students participate in the Program at the School District's facilities.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereto, each intending to be legally bound, agree as follows:

I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

a. *Selection of Students*. The University shall be responsible for the selection of qualified Students to participate in the Program. Selected Students must have the appropriate educational background and skills consistent with the contemplated educational experience offered by the School District. The Program is for Students enrolled in the University's College of Education-approved certification programs. The Program is required and authorized by law.

b. *Education of Students*. The University shall assume full responsibility for the classroom education of Students. The University shall be responsible for the administration of the program, the curriculum content, and the requirements of matriculation, grading and graduation.

c. *Submission of Candidates.* The University shall submit the names of the Students to the School District or a designated representative at least two weeks prior to the commencement of the Program.

d. *Advising Students of Rights and Responsibilities*. During the Term of the Agreement, the University shall take all reasonably necessary steps to ensure Students comply with all of their responsibilities under this Agreement. University shall advise Students of their obligations to abide by the policies and procedures of the School District and should any Student fail to abide by any policy and/or procedure, he or she may be expelled from the Program. The Parties acknowledge and agree that a Student may not participate in the Program unless the Student satisfies the requirements of this Paragraph. The School District may deny a Student's participation in the Program for failure to comply with such requirements.

e *Professional Liability Insurance*. During the Term of this Agreement, the University shall be responsible for ensuring Students obtain professional liability insurance at the Student's own expense with an insurance company licensed and authorized to conduct business in the Commonwealth of Pennsylvania. The limits of the policy shall be a minimum of $1,000,000.00 per claim and an aggregate of $3,000,000.00 per occurrence. This policy must remain in full force and effect for the entire duration of the Student's participation in the Program, and the University agrees to advise each Student of the requirement to furnish, within a reasonable timeframe, to the School District a certificate of insurance consistent with these requirements naming School District as an additional insured for the duration of the practicum or student teaching assignment. The certificate of insurance must unconditionally provide School District with thirty (30) days' written notice of any cancellation or modification of the insurance. If any of the above coverages maintained are written on a claims-made basis, then upon termination of such coverage University shall be responsible for ensuring Students provide School District with evidence of "tail" coverage and/or an "extended reporting period" of sufficient duration for the insured's reasonably foreseeable exposures to loss and/or liabilities arising from this Agreement. University shall advise each Student that at all times during a Student's participation in the Program, the Student shall ensure that they are covered under a health insurance policy. The Parties acknowledge and agree that a Student may not participate in the Program unless the Student satisfies the requirements of this Paragraph. The School District may deny a Student's participation in the Program for failure to comply with such requirements. The requirements of this Paragraph shall remain in effect during the term of this Agreement.

The School District understands that as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality there is no statutory authority to purchase insurance and it does not possess certificate of insurance *per se*. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers Commonwealth/University-owned property, employees and officials acting within the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort Claims Act, 42 Pa.C.S.A. §§8521, *et seq.*

f. *Compensation*. For and in consideration of the placement of Students with School District cooperating teachers, the University agrees to pay to each cooperating teacher selected to guide the student's experience, a stipend as outlined by the Board of Governors, State System of Higher Education, Commonwealth of Pennsylvania, Policy 1988-04. This stipend is in addition to the regular salary paid by the School District.

g. Background Checks/Clearances. University shall ensure that all up to date criminal history record information and/or child abuse clearances for any Student participating in the Program are provided to School District for its records. The School District retains the right to reasonably request updated criminal history record information and/or child abuse clearances for a Student at any time during the term of this Agreement. For purposes of this Paragraph, "updated criminal history record information and/or child abuse clearances" shall mean a criminal history record information and/or child abuse clearance that has been performed within two (2) weeks of the School District's submission of the criminal history record information and/or child abuse clearance to the School District. University further agrees that it shall notify School District immediately upon becoming aware that any of its Students are subsequently arrested or convicted of any crime under state or federal law and/or named as a perpetrator in a founded or indicated child abuse report. University shall notify School District of such an arrest, conviction, or founded or indicated child abuse report within seventy-two (72) hours of University's knowledge of such arrest, conviction, or founded or indicated child abuse report. The Parties acknowledge and agree that a Student may not participate in the Program unless the Student satisfies the requirements of this Paragraph. The School District may deny a Student's participation in the Program for failure to comply with such requirements.

h. Compliance. University shall take all reasonably necessary steps to advise Students of their obligation to comply with all School District policies, laws governing School District, and School District guidelines and legal requirements during the Program, including but not limited to: (1) the Child Protective Services Law and corresponding School District Policy 806; (2) obtaining prior, signed written consents from each Student indicating compliance with all such legal requirements relating to confidentiality, including, but not limited to, the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232 et seq. ("FERPA") and providing copies of all such consents to School District prior to a Student's participation in the Program; and (3) maintaining at all times during the term of this Agreement, copies of criminal history record information and child abuse clearances, pursuant to and in compliance with the Pennsylvania School Code 24 P.S. § 1-111 and the Child Protective Services Law, 23 Pa.C.S.A. § 6301 et seq., for each participating Student. The University will review with each Student, prior to the assignment any and all applicable policies, codes or confidentiality issues related to the Program. The Parties acknowledge and agree that a Student may not participate in the Program unless the Student satisfies the requirements of this Paragraph. The School District may deny a Student's participation in the Program for failure to comply with such requirements.

II. DUTIES AND RESPONSIBILITIES OF SCHOOL DISTRICT

a. *Establishment of Practicum or Student Teaching*. The School District authorizes the use of its facilities as may be agreed upon by the School District and the University as as necessary to carry out the obligations pursuant to this Agreement.

b. *Policies of School District.*. The School District will provide the University all the applicable information at least two weeks in advance of the Student's participation.

c. *Administration*. The School District will have sole authority and control over all aspects of its student services. The School District will be responsible for and retain control over the organization, and operation of its programs.

d. *Removal of Noncompliant Student*. The School District shall have the authority to immediately remove a Student who fails to comply with its policies and procedures. If such a removal occurs, the School District should immediately contact the responsible University Faculty Advisor. The University will assure the Student has been provided due process.

e. *Designation of Representative*. The School District shall designate a person to serve as a liaison between the Parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate the experience on the student(s).

f. *Mentorship of Students*. The School District shall provide either a practicum site supervisor or a cooperating teacher who will mentor Student during the Program.

g. *Eligibility Requirements.* Each cooperating teacher selected to mentor a Student shall hold a current Pennsylvania certificate in the subject area/grade level to which the Student is assigned. The cooperating teacher will have a minimum of three (3) years of full time teaching experience and in his/her current assignment in a school district for a minimum of one year.

h. *Reporting of Student Progress.* The School District shall provide all reasonable information requested by the University on a Student's work performance. If there are any Student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and the School District.

i. *Student Records.* The School District shall protect the confidentiality of Student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the Student unless required to do so by law or as dictated by the terms of this Agreement.

j. *Substitute Teaching.* The School District shall comply with the appropriate Pennsylvania statutes relating to Students being used as substitute teachers during their student teaching assignments.

III. MUTUAL TERMS AND CONDITIONS

a. *Number of Participating Students.* The Parties will mutually agree upon the number of Students that shall be assigned to the School District for the Program.

b. *Term of Agreement. The term of this Agreement shall be five years from the date of execution, Effective Date ("Term"). This Agreement may not exceed a period of five years.*

c. *Termination of Agreement*. The University or the School District may terminate this Agreement for any reason with ninety (90) days' written notice. Either Party may terminate this Agreement in the event of a material breach. However, should the School District terminate this Agreement prior to the completion of an academic semester, all Students enrolled at that time may continue their educational experience until it

would have been concluded absent the termination. In the event of a disagreement between the Parties regarding any issue related to this Agreement, each Party shall designate a contact person who will engage in good faith discussions to resolve the issue. In the event this Agreement is terminated by the School District for cause, including but not limited to if a Student fails to comply with any of their obligations under this Agreement or with any of School District's policies, laws governing School District, and School District guidelines and legal requirements during the Program, Students enrolled at that time shall not be permitted to continue their educational experience until it would have been concluded absent the termination, and the termination shall be effective immediately. If the designated representatives are unable to reach a resolution, either Party may proceed with termination as outlined in this Agreement. Termination shall not affect the rights and/or obligations that have accrued prior to the effective date of termination.

d. *Nondiscrimination.* The Parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, and national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.

e. *Reporting of Sexual Violence and Sexual Harassment:* The School District shall immediately report any incident in which a Student is the victim of sexual assault, dating violence, domestic violence, or sexual harassment to the University Title IX Coordinator.

   Both Parties shall agree to cooperate in any investigation of allegations of discrimination, harassment, sexual assault, domestic violence, stalking, or sexual harassment that is conducted by the other party. School District will report any incident in which a student is the vicitim of sexual assault, domestic violence, stalking, or sexual harassment to:

   Bradley Davis, Esq.
   Deputy to the President for Compliance, Equity and Legal Affairs
   Title IX Coordinator
   Office of Social Equity
   Kutztown University
   610-683-4782
   FAX: 610-683-4798
   brdavis@kutztown.edu

f. *Interpretation of the Agreement*. The laws of the Commonwealth of Pennsylvania in effect as of the Effective Date shall govern this Agreement.

g. *Modification of Agreement*. This Agreement shall only be modified in writing with the same formality as the original Agreement.

h. *Relationship of Parties.* The relationship between the Parties to this Agreement to each other is that of independent contractors. The relationship of the Parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors. It is understood and agreed by the Parties hereto that University and its employees, agents, or representa-

tives, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, are independent contractors and are not officers, agents, or employees of School District. As such, University and its employees, agents, or representatives are not entitled to the benefits provided by School District to its employees, including, but not limited to, group insurance, pension plan enrollment, vacation, leaves of absence, workers' compensation insurance or unemployment compensation insurance.

i. *Liability.* Neither of the Parties shall assume any liabilities to the other. As to liability to each other for death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the Pennsylvania State System of Higher Education or the University. In no event shall the School District's liability, either directly or for indemnity, be greater than it could be liable under the Pennsylvania Political Subdivision Tort Claims Act. The protections and immunities of the Political Subdivision Tort Claims Act are expressly not waived by the School District. The obligations set forth in this paragraph shall survive the termination of this Agreement.

j. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship.

k. *Notices.* All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if delivered by hand or delivered by overnight courier service, return receipt requested, with charges prepaid, or mailed, certified or registered mail, return receipt requested, with postage prepaid, or sent by telefax, with confirmation of transmission received, at the following addresses or telefax numbers and to the following addresses or to such other address, telefax number or addressee as either Party may designate by like notice:

a. If to the UNIVERSITY:
Kutztown University
15200 Kutztown Road
Kutztown, PA 19530
ATTN: Dr. Carl Sheperis, Vice Provost & Dean of Graduate Studies

b. If to the SCHOOL DISTRICT:
Parkland School District
1210 Springhouse Road
Allentown, PA 18104
ATTN: Pamela Kelly, Director of Human Resources

Either Party may at any time, in the manner set forth for giving notices to the other Party, designate a different name and/or address to which notices to it shall be sent.

m. *Assignment*. The Agreement is non-assignable and non-transferrable. Any attempt by either Party to assign its obligations hereunder shall be void.

n. *Headings*. The captions or headings in this Agreement are for reference only and do not define, describe, extend, or limit the scope or intent of the Agreement.

o. *Severability*. The terms of the Agreement are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

p. *No Waiver*. The failure to enforce or require the performance at any time of the provisions of this Agreement shall in no way be construed to be a waiver of such provisions and shall not affect either the validity of this Agreement or any part hereof, or the right of either Party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

q. *Authority*. The Parties executing this Agreement represent and warrant to each other that they have the full right, power, capacity and authority to execute and deliver this Agreement, and that they have duly and properly performed all acts required to authorize them to carry out this Agreement and the transactions contemplated by it.

r. *Counterparts*. This Agreement may be executed in multiple counterparts, each of which shall be deemed for all purposes as an original, and such counterparts shall constitute but one and the same instrument.

The authorized representatives of the parties have executed this Agreement as of the date indicated below.

Kutztown University of Pennsylvania	**Location**
_____	_____
Authorized Signature	Authorized Signature
Dr. Lorin Basden Arnold, Provost and Vice President for Academic Affairs	_____
Title	Title

EFFECTIVE DATE OF AGREEMENT: _____
(date of last signature)

Approved by PASSHE Legal Counsel 01/29/24

camcor, inc.
PO Box 1899 • 2273 South Church Street
Burlington, NC 27216-1899
800-868-2462 • Fax: 800-298-1181
www.camcor.com

Camcor
camcor.com
Camera Corner
The Image Center

QUOTATION

102202246

PLEASE REFERENCE
THIS NUMBER TO INSURE
QUOTED PRICING

Federal I.D. No. 56-0818892

2273 South Church Street Burlington, NC 27215

TO: **Parkland School District**
2619 Stadium Drive
Orefield PA 18069

CUSTOMER	DATE	QUOTE VALID UNTIL
153176	7/29/26	8/23/26

SALESPERSON

246 Michelle Cutting - Ext 263

TELEPHONE: **610-351-5503**
FAX: **610-351-5509**

Thank you for your inquiry. We are pleased to submit the following quotation for your consideration:

QTY	ITEM NO.	DESCRIPTION	PRICE	AMOUNT
13	259100345	75" Q Ultra Series 4K UHD 4K Multi-Touch Display w/ USB Type-C, EDLA,& Android 16	1930.00	25090.00
13	115026491	CHIEF OB1U TOUCH PANEL INTERACTIVE WB MOUNT LARGE FP MOUNTS	385.00	5005.00

****Also email invoices to Heather Werley werleyh@parklandsd.org *******

*****COSTARS 034-E22-160 PA CONTRACT*****

FREE FREIGHT

Terms - NET 30 DAYS

Total: 30095.00

****

PRODUCT DAMAGES MUST BE REPORTED TO CAMCOR WITHIN FIVE (5) DAYS OF RECEIPT OF MERCHANDISE.

... ...

THIS QUOTE IS BASED ON CURRENT MARKET CONDITIONS AND MAY CHANGE AT ANY TIME. TARIFFS OR SHIFTS IN TRADE REGULATIONS COULD AFFECT PRICING WITHOUT NOTICE. THESE CHANGES ARE BEYOND OUR CONTROL, BUT WE'LL NOTIFY YOU PROMPTLY IF ANY ADJUSTMENTS ARE NECESSARY. - CAMCOR MANAGEMENT -

****

ABA SUPPORT SERVICES, LLC
MAKING CONNECTIONS TODAY FOR A BETTER TOMORROW
224 Nazareth Pike Suite 22A Bethlehem, PA 18020 Phone: 610.365.8373 Fax: 610.365.2522

Client Service Agreement

This Client Service Agreement (the "Agreement") is made as of the Effective Date set forth below by and between ABA Support Services, LLC with its principal place of business located at 224 Nazareth Pike, Suite 22A, Bethlehem, Pennsylvania 18020 (hereinafter "ABASS") and Parkland School District, with its principal place of business located at 2320 Springhouse Road, Allentown, PA, 18104 (hereinafter "School District"). ABASS and School District are sometimes referred to collectively as the "Parties," and individually as a "Party."

1. Effective Date and Commencement of Services Date. This Agreement will be effective as of the date signed by both Parties ("Effective Date"). The term of the Agreement will be for the 2026 to 2027 school year, (ESY included-if applicable), from August 24, 2026, to June 8, 2027 ("School Year"). The services described herein will commence on August 24, 2026, or otherwise indicated by the School District.

2. Client Services and Fees. ABASS agrees to provide to School District the following consultation services ("Client Services"), at the following rates for BCBA[1] and RBT[2]:

BCBA $131.25 per hour
LBS[3] $105.00 per hour
RBT/BHT[4] $63.00 per hour
IA[5] $47.13 per hour
FBA[6] $133.90 per hour - up to 25 hours

Services as provided by this Agreement include, but are not limited to, observations, data collection, staff training, meeting with school personnel, and preparation of reports as requested by School District.

A Parent, Legal Guardian, and/or School District Personnel must be present during all Client Services sessions.

3. Responsibilities of ABASS. ABASS will provide School District a copy of current clearances (Act 34, Act 151, and Act 114) and Mandated Reporter Certificate of completion for all ABASS staff

1 Board Certified Behavior Analyst.
2 Registered Behavior Technician or a professional who has completed the required coursework as approved by the Behavior Analyst Certification Board (BACB).
3 Licensed Behavior Specialist.
4 Registered Behavior Technician.
5 Instructional Assistant.
6 Functional Behavioral Assessment.

performing the above services. Additionally, upon request by the School District, ABASS will provide proof of workers compensation insurance and liability insurance coverage.

4. Service Providers. School District agrees to utilize in a non-joint employment relationship, to the extent required by applicable state law, certain of ABASS's employees (hereafter referred to as "Service Providers") who will be on the payroll of ABASS to perform client services as outlined in Paragraph 2 of this Agreement. To the extent that the School District and/or a Parent or Legal Guardian requests replacement of or preference for a Service Provider, ABASS shall consider the request, but ABASS shall have the sole authority to determine whether to accept the preference or discontinue the services.

It is expressly understood and agreed that Service Providers are exclusively employed by ABASS, and there is no employment relationship between Service Providers and School District. It is further agreed that because Service Providers are not employed by the School District, the School District does not have any obligation or responsibility for the payment of unemployment compensation or state or federal withholding taxes with respect to the Service Providers, including, but not limited to the taxes levied or contributions required by the Federal Insurance Contributions Act (FICA), the withholding provisions of the Internal Revenue Code, or any state or local ordinance, the Social Security Act, the Federal Unemployment Insurance Act and Worker's Compensation.

5. Timing of Service Payment. ABASS will provide the School District with an invoice by the 10th of each month, dated with itemization of all costs. Failure to provide an invoice by the 10th of the month does not negate the School District's requirement to provide payment upon presentation of an invoice for services rendered. Payment will be received within 45 days from the invoice date.

ABASS is responsible for submission of invoices for services provided by the Service Providers and distribution of payment to Service Providers.

6. Personal Protective Equipment. If protective equipment (PPE) is needed in order to maintain safety of staff and/or student: For Non-Emergent Needs: School District will be notified by ABASS of protective equipment needs and School District will purchase item(s). For Emergent Needs: School District will be notified by ABASS, ABASS will purchase item(s) and include receipt on monthly invoice to be reimbursed by School District. Total cost of PPE reimbursement will be approved in writing by the School District, prior to invoicing by ABASS.

7. Payment for Court-Related Services. In addition to costs set forth in Paragraph 2, the School District shall provide payment to ABASS for all work performed by ABASS, or its employees, related to any court-related matters. In this regard, ABASS shall be paid at a rate of $100 per hour for all preparation time, document review, and time spent in court proceedings (which includes, but may not be limited to, any depositions, hearings, or trials) to the extent ABASS, or its employees, are required to testify at the request of the School District, by court order, or by other valid legal procedure, including

subpoena. The time set forth in this section shall not be included in the hours set forth in Paragraph 2 regarding Client Services.

8. High Intensity Cases. School District further agrees to provide payment of any additional costs and fees necessary to provide Client Services for high intensity cases. Any such time spent on high intensity cases shall not be included in the hours set forth in the Client Services. ABASS shall notify School District in the event it anticipates additional costs will be incurred for a high intensity case.

9. Indemnification. ABASS shall hold harmless and indemnify the School District for claims against the School District by any party as a result of these activities of ABASS's employee(s), including, but not limited to, Service Providers, rendering any Client Services. ABASS, including its employees, are not entitled to any benefits or protections provided to School District employees. School District shall indemnify and hold ABASS harmless from any and all claims, causes of action, liabilities, expenses (including court costs, attorneys' fees, paralegal fees, expert witness fees, accounting fees, and other legal expenses) and suits, of whatsoever kind or nature, whether in law or in equity, which may be asserted against or incurred by them, or any of them (regardless of whether litigation is actually commenced), and which may result in whole or in any material part from the acts or omissions of the School District, its agents or employees, except to the extent judicially determined to have resulted primarily from the bad faith, gross negligence or intentional misconduct of ABASS or its employees.

10. No Solicitation. The School District agrees that for a period of twelve (12) months after the termination of this Agreement, it shall not either directly or indirectly, for the School District or for any third party, solicit, induce, or recruit another person in the employ of ABASS in any capacity to terminate his/her employment or engagement with ABASS. To the extent the School District desires to employ any employee of ABASS directly in violation of this section, it shall pay to ABASS a fee in an amount equal to the employee's then yearly rate of pay.

11. Governing Law and Waiver of Jury Trial. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania. The Parties recognize and accept that the Court of Common Pleas for Lehigh County, Pennsylvania shall have exclusive jurisdiction and venue for any disputes under this Agreement. The Parties agree to a non-jury trial in the event of any such disputes. Additionally, in the event of a breach of this Agreement, the prevailing Party shall be entitled to an award of reasonable attorneys' fees and costs incurred by it as a result of remedying the breach. No waiver by the Parties hereto of any default or breach of any term, condition, or covenant to this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

12. Response to Third Party Requests for Information. ABASS and School District agree that they shall not disclose or communicate the terms of this Agreement to any third party without the prior

224 Nazareth Pike Suite 22A Bethlehem, PA 18020 Phone: 610.365.8373 Fax: 610.365.2522

written consent of the other Party, except where such disclosure of communication is either required by law or necessary to carry out the objectives of the Agreement.

13. Severability. If any provision of this Agreement or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provisions or applications of this Agreement that can be given effect without the invalid or unenforceable provisions or applications and shall not invalidate or render unenforceable such provision in any other jurisdiction or under any other circumstance.

I have read and understand the above provisions. I agree to abide by all provisions provided in the services outline. Unless expressly waived or modified in writing, the School District reserves all rights conferred upon it by law, whether express or implied. The Parties agree that nothing in this Agreement shall be interpreted to expand or reduce the School District's immunity under the Political Subdivision Tort Claims Act, 42 Pa. C.S.A. 8541. Without limiting the foregoing, the School District or the ABASS shall have the right to terminate this Agreement for its convenience or for cause by providing at least thirty (30) days written notice to the other party.

06/3/2026

_____	_____
School District Administrator Date	ABA Support Services, LLC Signature Date
Print Name: _____	Print Name: Amy Gable

BEHAVIORAL HEALTH ASSOCIATES

AND THE

PARKLAND SCHOOL DISTRICT

This contract between Behavioral Health Associates (BHA) and the Parkland School District (PSD) is effective for the 2026-2027 school year, subsequent school years, and extending through written notice of cancellation by either party and shall address the procedures to be followed with implementation of the general education or special education programs by Behavioral Health Associates for PSD. Behavioral Health Associates and PSD, intending to be legally bound, agree to the following terms and conditions:

Section 1: Services
This contract will outline several different services that are available to the PSD. Each of the services has specific language which is covered in attached appendices. **This contract between BHA and PSD shall only cover the services which are specifically requested and physically utilized by PSD.**

Section 2: Physical Attendance at BHA Educational Facilities
If PSD chooses to utilize BHA's General Education Programming / Special Education Programming both parties shall be bound by the terms outlined in Appendix A.

Section 3: Career Employment Services
If PSD chooses to utilize the Career Employment Services offered by BHA both parties shall be bound by the terms outlined in Appendix B.

Section 4: eBridge Academy Online Education
If PSD chooses to utilize eBridge Academy Online Education Services offered by BHA both parties shall be bound by the terms outlined in Appendix C.

Section 5: Other Services
If PSD chooses to utilize other services available to them the services and prices are addressed in Appendix D.

Behavioral Health Associates and PSD, intending to be legally bound, sign this contract on this _____ day of _____, 2026.

Parkland School District

_____

_____

Behavioral Health Associates Licensed Private Academic School

_____

_____
Behavioral Health Associates – Administrative Offices
200 Beaver Run Rd.
Lehighton, PA 18235

SCHOOLS AMENDED APPENDIX A

GENERAL EDUCATION / SPECIAL EDUCATION

LICENSED PRIVATE ACADEMIC

Section 1
Behavioral Health Associates shall operate a general education and/or special education program for PSD and adhere to all Pennsylvania (PA) and Federal laws governing special and general education programs.

Section 2
Behavioral Health Associates is and shall continue to be a licensed facility and/or program by the Pennsylvania Department of Education (PDE). Educational programming will serve grade levels K-12. Behavioral Health Associates is an approved Act 48 Provider through the Pennsylvania Department of Education.

Section 3
Behavioral Health Associates shall operate five days a week, Monday through Friday, starting at 8:00 a.m. and concluding at 2:30 p.m., according to the Parkland School District's calendar year and shall provide no less than 990 hours of instruction per year for secondary and 900 hours per year for elementary levels.

Section 4
Behavioral Health Associates shall employ Pennsylvania professional certified general and special education staff. Staff shall have current Pennsylvania Act 34 Criminal History clearance, Act 151 Child Abuse clearance and Act 24 of 2011 form as per state requirements. Behavioral Health Associates employees hired on or after April 1st, 2007 shall also meet the requirement of Act 114 of 2006, which additionally requires the employee to provide to the agency a current Federal Criminal History Record.

Section 5
Behavioral Health Associates shall determine if a student's special education needs can be met by reviewing the student records, and meeting with appropriate district personnel, parents, and others from outside agencies with a vested interest in the student including but not limited to MHDS, County Probation, County Children and Youth Services, and private service providers. Behavioral Health Associates shall become members of PSD multidisciplinary team (MDT) and Individualized Education Program (IEP) Teams.

The IEP team shall review each enrolled student's program every 45 school days to review whether the student's needs are being met or if a change in the student's IEP is necessary.

Section 6
Any significant changes in the IEP or placement shall occur only after a MDT reevaluation is performed and an Evaluation Report (ER) with recommendations to the IEP team is completed, and an IEP team meeting is held. The IEP team shall determine and make any necessary changes to the student's IEP.

Section 7
Behavioral Health Associates shall provide PSD with general education and/or the appropriate special education documentation, utilizing PSD forms and formats as required by PDE, Bureau of Special Education (BSE). Behavioral Health Associates can also provide the documentation necessary for PSD with regard to Act 48 educational placements.

Section 8
Behavioral Health Associates shall provide PSD with daily attendance reports and shall assist in the enforcement of PA compulsory attendance laws pursuant to PSD policy and procedures.

Section 9
PSD agrees to provide Behavioral Health Associates with the appropriate curriculum guides and planned courses when appropriate. In the absence of curriculum guides and planned courses, the IEP requirements shall prevail and/or Behavioral Health Associates will utilize its state approved curriculum.

PSD shall provide access to their facilities for all PSD students enrolled at Behavioral Health Associates as required by PDE special education law regarding participation in the general education curriculum and extracurricular activities.

Section 10
PSD shall provide transportation for its students to and from Behavioral Health Associates. The cost of transportation will be borne by the district.

Section 11
Behavioral Health Associates shall provide the following education programs and services:

Programs

- General education placement
- Special education placement
- Accelerated learning program
- 30 to 60 day educational appropriateness program
- Special education services
- Academic assessment
- Behavioral assessment
- Behavioral programming
- Social assessment
- Social skills training
- Psycho-educational group instruction three (3) times per week for a minimum one (1) hour
- Technology-based research

Section 12
PSD shall pay the current daily rate of $160.00 for each day a general education PSD student is enrolled at Behavioral Health Associates.

PSD shall pay the current daily rate of $256.00 for each day a PSD student is enrolled at Behavioral Health Associates who is a special education student.

PSD shall pay the current daily rate of $398.00 for each day a PSD student is enrolled in the BHA ISST Program (Intensive Social Skill Training Program).

PSD shall pay the current daily rate of $547.00 for each day a PSD student is enrolled in the BHA DD Program (Dual Diagnosis).

PSD shall pay the current daily rate of $547.00 for each day a PSD student is enrolled in the BHA Life Skills/ Transitional Program.

PSD shall pay the current daily rate of $578.00 for each day a PSD student is enrolled in the BHA ISM Program (Intensive Self-Management).

PSD shall pay the current daily rate of $628.00 for each day a PSD student is enrolled in BHA Enhanced Program.

PSD shall pay the current daily rate of $400.00 for each day a PSD student is enrolled in the BHA PRIDE Program (Positively Reinforced Individually Directed Education).

PSD shall pay the current daily rate of $544.00 for each day a PSD student is enrolled in the BHA PRIDE Intensive Emotional Support (IES) Program (Positively Reinforced Individually Directed Education).

PSD shall pay the current daily rate of $400.00 for each day a PSD student is enrolled in the BHA Journey Program.

Section 13
PSD shall pay Behavioral Health Associates on a monthly basis for its services, by the 15th day of the month following the provision of services. Disagreements and/or discrepancies on a specific billing figure shall not hinder compensation due Behavioral Health Associates, however, PSD shall not pay any amount in question or dispute until satisfactory agreement can be reached between PSD and Behavioral Health Associates.

Section 14
Behavioral Health Associates and PSD agree that this contract can be modified at any time by mutual consent of both parties in writing, signed by Behavioral Health Associates and PSD. No modifications or waiver of any of the terms of this contract shall be valid unless in writing and signed by both parties.

Section 15
This contract can be terminated without cause by either party by giving 30 days advance written notice. Termination can be immediate if either party violates the conditions of this contract, and no amicable solution can be reached by the parties. If this contract is terminated by either party, all Pennsylvania special education laws regarding a significant change in program/placement must be abided by both Behavioral Health Associates and PSD.

End of Appendix A

APPENDIX B

CAREER EMPLOYMENT PROGRAM

This contract between Behavioral Health Associates (BHA) and the Parkland School District (PSD) is effective for the 2026-2027 school year, subsequent school years. BHA and PSD, intending to be legally bound, agree to the following terms and conditions:

Section 1
BHA shall provide a Career Employment Program for each referred student with supervised work placement. This program will provide vocational, academic, and job-skill instruction as well as hands-on job placement experience to prepare the student for the workforce.

Section 2
All students will be supervised by a Job Coach who will accompany the student to the work site. This Job Coach will remain with the student for the entire length of the daily work experience. The Job Coach and student will be supervised regularly by a Career and Training Consultant as well as the work site employees/supervisor.

Section 3
All BHA employees are subject to the licensing requirements from the PA Department of Education. As such, all BHA staff must have all clearances in place before commencing work with BHA. Every Job Coach is certified in First Aid, CPR, and CPI (Crisis Prevention & Intervention). Each Job Coach completes training in Ethics and Boundaries, Mandated Reporting, Special Education Practices and Procedures, Emergency and Evacuation Drills and Progress Monitoring throughout the school year. Every Job Coach must possess a valid driver's license.

Section 4
BHA shall provide round-trip transportation for each student from their current school district placement to their work/instruction site. This cost is included in the monthly rate for the Career Employment Program. All liability for the program is covered by BHA's liability insurance.

Section 5
PSD shall pay the current daily rate of $121.00 per student per session. The amount of days per week is dictated by each child's IEP, or based on a team meeting for students who are not IEP students. If the IEP team determines that a one-on-one job coach is needed, then the district will be charged an additional $30.00 per hour the student utilizes the services.

Section 6
The cost of the Career Employment Program as outlined in Section 5 is an additional cost. Daily tuition rates will also apply to all students who are simultaneously enrolled in a BHA educational placement.

Section 7
BHA shall invoice, and PSD shall pay BHA on a monthly basis for its services, by the 15th day of the month following the provision of services. Disagreements and/or discrepancies on a specific billing figure shall not hinder compensation due BHA, however, PSD shall not pay any amount in question or dispute until satisfactory agreement can be reached between PSD and BHA.

Section 8
The Career Employment Program will be open to all students. BHA, in accordance with its license by the Department of Education, shall grade the performance of all participants. Credit hours will be granted by BHA and accepted by PSD. Program attendance will be documented and reported to PSD on a regular basis.

Section 9
Behavioral Health Associates shall retain the right to refuse a referral or to discharge a student if the program is determined inappropriate for the student. The safety of all students and the driver of students shall never be compromised by the behavior of a fellow student. Immediate suspension from the program will occur if a student places themselves or any other student, teacher, job coach, driver, or coworker at risk of harm or injury. A student shall not be discharged from the program without a meeting between BHA and PSD administration.

Section 10
BHA and PSD agree that this contract can be modified at any time by mutual consent of both parties in writing, signed by BHA and PSD. No modifications or waiver of any of the terms of this contract shall be valid unless in writing and signed by both parties.

Section 11
This contract can be terminated without cause by either party by giving 60 days advanced written notice. Termination can be immediate if either party violates the conditions of this contract, and no amicable solution can be reached by the parties. If this contract is terminated by either party, all Pennsylvania special education laws regarding a significant change in program/placement must be followed by both BHA and PSD.

End of Appendix B

APPENDIX C

EBRIDGE ACADEMY ONLINE EDUCATION

This contract between Behavioral Health Associate's Licensed Private Academic School (Behavioral Health Associates) and the Parkland School District (PSD) is effective for the 2026-2027 school year. Behavioral Health Associates and PSD, intending to be legally bound, agree to the following terms and conditions:

Section 1
Behavioral Health Associates shall operate an online general education and/or special education program for PSD and adhere to all Pennsylvania (PA) and Federal laws governing special and general education programs.

Section 2
Behavioral Health Associates is and shall continue to be a licensed facility and/or program by the Pennsylvania Department of Education (PDE). Educational programming will serve grade levels K-12.

Section 3
Behavioral Health Associates shall provide no less than 990 hours of instruction per year for secondary and 900 hours per year for elementary levels. The instruction time is logged and documented and will be made available to PSD upon request.

Section 4
Behavioral Health Associates shall employ Pennsylvania professional certified general and special education staff. Staff shall have current Pennsylvania Act 34 Criminal History clearance, Act 151 Child Abuse clearance and Act 24 of 2011 form as per state requirements. Behavioral Health Associates employees hired on or after April 1st, 2007 shall also meet the requirement of Act 114 of 2006, which additionally requires the employee to provide to the agency a current Federal Criminal History Record.

Section 5
Behavioral Health Associates shall determine if a student's special education needs can be met by reviewing the student records, and meeting with appropriate district personnel, parents, and others from outside agencies with a vested interest in the student including but not limited to MHDS, County Probation, County Children and Youth Services, and private counselors. Behavioral Health Associates shall become members of PSD multidisciplinary team (MDT) and Individualized Education Program (IEP) Teams.

The IEP team shall review each enrolled student's program every 45 school days to review whether the student's needs are being met or if a change in the student's IEP is necessary.

Section 6
Any significant changes in the IEP or placement shall occur only after a MDT reevaluation is performed and an Evaluation Report (ER) with recommendations to the IEP team is completed, and an IEP team meeting is held. The IEP team shall determine and make any necessary changes to the student's IEP.

Section 7
Behavioral Health Associates shall provide PSD with general education and/or the appropriate special education documentation, utilizing PSD forms and formats as required by PDE, Bureau of Special Education (BSE).

Section 8
Behavioral Health Associates shall provide PSD with attendance reports and shall assist in the enforcement of PA compulsory attendance laws pursuant to PSD policy and procedures. Every student's participation is logged: time, date, and duration of services and will be provided to the district in a format and frequency mutually agreed upon by Behavioral Health Associates and PSD.

Section 9
Behavioral Health Associates will use industry-standard curriculum, which is approved by the PA Dept. Of Education and is aligned to the PA educational standards.

PSD shall provide access to their facilities for all students enrolled in a Behavioral Health Associates program as required by PDE special education law regarding participation in the general education curriculum and extracurricular activities.

Section 10
Behavioral Health Associates shall provide the following education programs and services:

Programs

- General education online instruction
- Special education online instruction
- Accelerated learning program online
- Technology-based research
- Participation in IEP/MDE meetings, evaluations, revisions, and implementation.

Section 11
PSD shall pay the current daily rate of $49.00 for each day a PSD student is enrolled at eBridge Academy.

Section 12
PSD shall pay Behavioral Health Associates on a monthly basis for its services, by the 15th day of the month following the provision of services. Disagreements and/or discrepancies on a specific billing figure shall not hinder compensation due Behavioral Health Associates; however, PSD shall not pay any amount in question or dispute until satisfactory agreement can be reached between PSD and Behavioral Health Associates.

Section 13
Behavioral Health Associates and PSD agree that this contract can be modified at any time by mutual consent of both parties in writing, signed by Behavioral Health Associates and PSD. No modifications or waiver of any of the terms of this contract shall be valid unless in writing and signed by both parties.

Section 14
This contract can be terminated without cause by either party by giving 30 days advance written notice. Termination can be immediate if either party violates the conditions of this contract, and no amicable solution can be reached by the parties. If this contract is terminated by either party, all Pennsylvania special education laws regarding a significant change in program/placement must be abided by both Behavioral Health Associates and PSD.

Section 15
One laptop computer, one all in one scanner/printer/copier and one set of headphones/microphone will be provided to each student by eBridge Academy and assigned to the student for use limited to the eBridge Academy.com curriculum.

eBridge Academy will monitor the location of the hardware ID to ensure the student is participating in cyber school as a resident within the boundaries of the home school district.

The replacement value of above laptop, scanner/printer/copier and headphones/microphone is $450 if damaged, lost or not returned within seven days of internet inactivity and/or disenrollment. It will be the responsibility of the student's parent/guardian to ensure the equipment is returned. If the equipment is not returned, BHA will directly bill the parents/guardian for the costs.

Section 16
The following programs are available to the district at an additional cost.

Credit Recovery Program

- Offering 4 Math classes, 4 English classes, 4 Science classes, 2 Social Studies classes, and 1 Music Appreciation class
- Cost $152 per course
- Computers will not be provided by eBridge Academy
- Students must have internet access
- All necessary documentation will be provided to the school district to award credits based on the passing completion of each course.

AP Classes

- AP classes in English, Math, Science and Social Studies
- Cost - $500/year per course plus the cost of a book if necessary (not to exceed $100)
- All necessary documentation will be provided to the school district to award credits based on the passing completion of each course.
- Computers will not be provided by eBridge Academy
- Students must have internet access

Foreign Language Classes

- Nine Foreign Language classes are offered: Russian, Arabic, Japanese, Chinese, Hindi, French, Spanish, German and Latin
- Cost - $850/year per course
- Courses are 2.5 hours of synchronous and 2.5 hours asynchronous by the student
- All necessary documentation will be provided to the school district to award credits based on the passing completion of each course.
- Computers will not be provided by eBridge Academy
- Students must have internet access

End of Appendix C

APPENDIX D

OTHER SERVICES AND COSTS

Section 1

BHA is able to provide the following services which are not included in BHA's Cost-Savings Program. Each of these services will be billed at the end of the month that the services are used.

• **Interpreter – Deaf / Hearing Impaired**	$92.00 per hour
• **Interpreter – Spanish**	$92.00 per hour
• **Interpreter – Other Foreign Languages**	Rate determined by availability
• **Psychiatric Evaluation**	$482.00 per evaluation
• **Psychological Evaluation**	$364.00 per evaluation
• **Occupational Therapy**	$268.00 per hour
• **Physical Therapy**	Cost is district specific upon analysis of current usage
• **Speech Therapy**	$244.00 per hour
• **Augmentative & Alternative Communication Evaluation**	$449.00 per hour
• **Board Certified Behavioral Analyst (BCBA)**	$445.00 per hour (Consultation)
• **Behavioral Health Technician (BHT) 1:1**	$343.00 per scheduled school day
• **One-on-One Instructional Assistant**	$258.00 per scheduled school day
• **Registered Behavioral Technician (RBT)**	$80.00 per hour
• **Transport Base**	$256.00
• **Pick-Up/Drop Off/Add seat**	$58.00
• **Transport Aid**	$201.00
• **Transport-Surcharge**	$87.00

End of Appendix D

BUXMONT ACADEMY PLACEMENT AGREEMENT

Licensed Private School – Buxmont Academy

Public School District – Parkland School District

THIS PLACEMENT AGREEMENT (this "Agreement") is made this ___ day of _____, 2026, by and between **BUXMONT ACADEMY,** a Pennsylvania non-profit corporation ("Buxmont") and the **PARKLAND SCHOOL DISTRICT**, a Pennsylvania public school district (hereinafter referred to as "School District"), under the following terms and conditions:

WHEREAS, Buxmont is a licensed, private provider of education services for 7-12 students; and

WHEREAS, School District is desirous of referring students to Buxmont for educational services.

NOW THEREFORE, in accordance with the aforesaid recitals, the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Buxmont and School District hereby agree as follows:

1. **DEFINITIONS:** The following definitions apply regarding the text of this Agreement:

a. **"Term".** For purposes of this Agreement, "Term" shall be defined as the duration of the agreement;

b. **"Program" .** For purposes of this Agreement, "Program" shall be defined as Buxmont Academy;
.

c. **"School District".** shall mean Parkland School District, acting by and through their authorized employees, agents and representatives.

d. **"Student"** shall be defined as an enrolled student of the School District**.**

2. **REFERRALS:** School District shall have the right to refer middle school and high school Students to Buxmont, under the following terms and conditions:

a. School District shall provide all student records and other pertinent information requested by Buxmont regarding said Student, to Buxmont.

b. If Buxmont has space for the referred Student and is otherwise willing and able to accept said Student, School District shall arrange a meeting with Buxmont, the student and the student's family, if possible, at the Buxmont facility. The student must make a commitment to attend Buxmont Academy and abide by the rules of the Program. If Buxmont then makes an offer to admit the Student to the Program and the Student accepts to offer, the Student shall be admitted to the Program and become an Admitted Student.

c. Buxmont reserves the right to reject a referral if Buxmont, in its good faith judgment, does not believe that the Student is an appropriate candidate for the Program.

3. **COST/PAYMENT:** School District agrees to reimburse Buxmont Academy at the rate of $292.84 per diem for students requiring special education support services and $217.70 for general education students. School District agrees to pay Buxmont within 30 days of receiving an invoice from Buxmont.

4. **DURATION:** This agreement is from August 31, 2026, to June 16, 2027.

5. **COMPLIANCE / OTHER OBLIGATIONS OF THE PARTIES:** During the entire Term of this Agreement, Buxmont and School District warrant to each other that they shall both be and remain in compliance with all applicable guidelines, requirements and mandates issued by the Commonwealth of Pennsylvania, Department of Education. In addition, the parties will comply with the following specific obligations, warranties and assurances during the Term:

a. Facilities & Environmental Health and Safety: By virtue of being a licensed private academic school by the Pennsylvania Department of Education to provide secondary education, grades 7-12 and special education grades 7-12, Buxmont Academy warrants that its educational facilities conform to all applicable State and local statutes, regulations and building and safety code requirements, in addition to fire and panic requirements of the Commonwealth of Pennsylvania and are approved by the Department of Health. Buxmont Academy complies with all applicable provisions of the School Code and the State Board of Education regulations. All licenses and certificates of occupancy shall be provided to School District, upon written request.

b. School Food Service: Buxmont Academy provides free breakfast and lunch per our Sponsor Agreement with the Bethlehem Area School District .

c. Staffing: All Buxmont Academy staff members shall (i) have obtained all certifications/clearances as mandated by county, state, and federal law, including but not limited to criminal, FBI, Child Abuse, individual certifications and license.; (ii) have a satisfactory medical appraisal signed by a physician; (iii) must complete an I-9 form (Immigration and Naturalization Service) showing proof they are citizens of the United States or hold a valid U.S. Immigration visa; (iv) be of good moral character and (v) be at least 18 years of age. Buxmont Academy is an Equal Opportunity Employer. Should the School District request copies of the

background clearances, the School District is welcome to view copies at our administration office.

d. Student Attendance: Buxmont Academy shall maintain attendance records of all Admitted Students and will comply with all applicable Department of Education regulations concerning attendance.

e. Student Records: Copies of Students' cumulative school records shall be provided to Buxmont by School District as soon as a Student is enrolled at Buxmont. A permanent record is maintained of the student's academic program at both Buxmont and School District. Buxmont, School District, and their employees shall perform their respective duties to ensure that records, names and identities shall remain confidential as required for fulfillment of the terms of this Agreement.

f. Transportation: Transportation to Buxmont's facilities for each Admitted Student will be provided by the School District, at School District's expense.

g. Requirements Under Safe Schools: The Program shall be operated at all times and in all respects in accordance with all provisions of Article XIII-A of the School Code. At Buxmont Academy, incidents involving acts of violence, possession of a weapon or possession, use or sale of controlled substances, or possession, use or sale of alcohol or tobacco by any persons on school property require the student to be "out of Program" for a period of time depending on the student's willingness to resolve the incident and the nature of the incident. The Executive Director of Buxmont Academy shall be immediately involved to determine the appropriate course of action, including involvement by law enforcement officials, and retains the discretion to determine when or whether a Student may be readmitted to the Program.

h. School Health Services: Buxmont Academy maintains student health and immunization records with each student's file, including a record of student physical and dental examinations provided in conjunction with local public school nurses. Student health services shall be provided jointly with School District and shall comply with Article 14 of the School Code.

i. Academic Standards and Assessment: Students attending Buxmont Academy will remain on the rolls of the School District, will meet academic standards and assessment and may be granted permission to participate in graduation exercises. Buxmont shall comply with academic standards and assessment under Chapter 4 of the Board of Education Regulations.

j. Special Education Services and Programs: Buxmont will provide, at the request of the School District for an additional per diem cost as stated in the section Cost/Payment, special education support services which shall include consultation with student and parent/guardian and the writing and monitoring of the IEP and shall comply with all applicable federal and state laws.

k. Identification of Eligible Students: Students are assessed by School District and those eligible for special education services may be referred to Buxmont Academy. An interview

with student and family will then take place. The student must make a commitment to attend Buxmont Academy and abide by the rules of the Program in order to be admitted to the Program and to remain in the Program.

l. Periodic Review of Students: Buxmont and School District shall together periodically review the placement of Students in the Program to determine whether, on an individual basis, each student is ready to return to the regular program. This review shall occur, at a minimum, at the end of every semester during which the student is in the Program or more frequently at the School District's discretion.

6. **INSURANCE/HOLD HARMLESS/INDEMNIFICATION**: Buxmont shall secure and maintain comprehensive General Liability Insurance with limits of not less than $1,000,000.00 combined single limit per occurrence for bodily injury and property damage liability. School District will also secure and maintain comprehensive General Liability Insurance with commercially reasonable limits. Buxmont and School District agree to hold each other harmless and indemnify each other against all claims, causes of actions,
litigation, and/or damages incurred by the indemnified party, including reasonable expenses, and reasonable attorney's fees caused by their respective negligent acts or omissions or willful misconduct when carrying out the provisions of this Agreement. The parties being indemnified shall include the parties' respective Board of Directors, Officers, Administrators and employees.

7. **TERMINATION:** Either party may terminate this contract by giving to the other party written notice of at least 30 days.

8. **ASSIGNMENT:** This Agreement may not be assigned by Buxmont or School District without the prior written consent of the other party (which consent will not be unreasonably withheld, conditioned or delayed). This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of each party.

9. **COMPLIANCE:** Buxmont Academy and School District agree that this Agreement is subject to all applicable Federal, State and local laws and regulations, policies and procedures of the Commonwealth of Pennsylvania, Department of Public Education and the Federal Government.

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10. **SEVERABILITY:** The parties agree that, in the event that any provision of this Agreement shall be determined to be invalid or unenforceable in whole or in part for any reason whatsoever, the remaining provisions shall, nevertheless, be valid and binding as if such invalid or unenforceable provision had not been contained in this Agreement.

11. **JURISDICTION AND VENUE:** Any dispute or litigation under the agreement shall be construed to be resolved under the laws of the Commonwealth of Pennsylvania. The jurisdiction and the venue shall be the Court of Common Pleas of the county in which the Buxmont Academy facility is located or the United States District Court, Eastern District, Pennsylvania.

12. **NONDISCRIMINATION**; Buxmont hereby represents and warrants that it is in compliance with all federal and state laws and constitutional provisions prohibiting discrimination on the basis of disability, race, creed, color, gender, national origin, religion or ancestry and shall continue to comply with such requirements at all times during the Term. Buxmont shall provide for enrollment and hiring in a nondiscriminatory manner.

13. **NONSECTARIAN**: Buxmont shall be nonsectarian in all operations and shall not provide any religious instruction, nor shall it display religious objects and symbols.

14. **INDEPENDENT CONTRACTOR**: The parties agree that, in performing under this Agreement, Buxmont is acting in the capacity of an independent contractor, and Buxmont shall not be an agent, servant, partner, or employee of the School District. Nothing contained in the Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties. Buxmont has no authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the School District, or to bind the School District in any way whatsoever. Neither Buxmont nor its employees, agents or representatives shall be entitled or eligible, by reason of providing services to School District pursuant to the Agreement, to participate in any benefits or privileges given or extended by School District to any of School District's employees, including, but not limited to, workers' compensation insurance, disability insurance, medical insurance, unemployment, and /or insurance benefits or contributions under the Public School Employees Retirement Act. Buxmont shall be solely responsible to pay its own federal, state and local income taxes for its employees, salaries, social security payments, and any and all other costs and expenses incurred by Buxmont in its performance of the Agreement, as well as perform all necessary legal requirements pertaining to employment. Buxmont hereby agrees that the services to be performed under the Agreement will be performed entirely at Buxmont's risk, except as otherwise expressly contained in this Agreement. Each party shall be solely responsible for its own acts and the acts of its employees, agents and representatives during the performance of the Agreement.

15. **NOTICES:** All notices required under this Agreement shall be delivered via: (a) certified mail, return receipt requested; (b) nationally recognized overnight courier; (c) hand delivery in person; or (d) via electronic mail, provided that a copy is delivered in writing within twenty-four (24) hours via one of the methods described in subsections (a)-(c) above; to the parties at the addresses set forth below, or such other addresses are provided by a party to the other from time to time:

Dr. Michael G. DeAntonio, Executive Director, Buxmont Academy Offices, 531 Main Street, Bethlehem, PA 18018 (email: mdeantonio@csfbuxmont.org)

_____

_____ (email:)_____

16. **COUNTERPARTS / ELECTRONIC DELIVERY**: This Agreement may be executed in counterparts. Electronic signatures, and PDF or facsimile copies of original signatures are sufficient evidence of the valid execution and binding nature of this Agreement.

17. **FORCE MAJEURE:** Except for the timely payment of the fees due to Buxmont hereunder, in any situation where performance of an obligation of either party is made impossible or impractical due to acts of God, war, civil commotion, terrorist attack, fire or other casualty, labor strikes, shortages of labor, materials or equipment, government regulations, unanticipated governmental orders or restrictions, government-declared pandemic, threats to public safety or welfare, or other causes beyond such party's reasonable control, the time period in which such performance is made impossible or impractical will not be counted in determining the time in which such obligation must be performed.

18. **GENERAL:** This Agreement contains the entire understanding of the parties with respect to the subject matter described in this Agreement, and supersedes all prior and contemporaneous written or oral understandings or agreements. The headings of each section and/or paragraph of this Agreement are for convenience only and shall not be considered in the interpretation of this Agreement. The parties may not amend this Agreement except by written instrument signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

Buxmont Academy	Parkland School District
By: Michael G DeAntonio, Ph.D.	By: _____
Title: Executive Director	Title: _____
Date: 7/29/26	Date: _____

Docusign Envelope ID: 16C02EAE-9E3F-4CAC-BCDC-E64860B1E464

HOGAN LEARNING ACADEMY LLC.
TUITION AGREEMENT
2026-2027 School Year

This Agreement for Educational Services ("Agreement") is made by and between Hogan Learning Academy LLC., 73 Lyons Road, Fleetwood, PA 19522 and Parkland School District. In this Agreement, the party who is contracting to receive services will be referred to as "District," and the party who will be providing the services will be referred to as "HLA."

WHEREAS, this Agreement shall be in effect from **August 17, 2026 through August 13, 2027**; this Agreement shall encompass school days per HLA school calendar and ESY days determined by HLA, unless terminated earlier pursuant to the terms of this Agreement.

WHEREAS, it is the desire and intent of the District to contract with HLA to receive certain educational and related services for certain identified pupil(s) of the District; and

WHEREAS, it is the desire and intent of HLA to render and perform the certain educational and related services for the aforementioned pupil(s) under the terms and conditions set forth herein. Services rendered will be delivered at Hogan Learning Academy.

1. HLA operates as a school located at 73 Lyons Road, Fleetwood, PA 19522. HLA is a private licensed school within the Commonwealth of Pennsylvania that provides educational services to children with special education needs. HLA employs certified personnel as defined by the Pennsylvania Department of Education and otherwise complies with the requirements for a private licensed school. HLA performs all background checks required by Pennsylvania law on school staff, including Federal Criminal History Background Check, Pennsylvania State Police Criminal Record Check and Pennsylvania Child Abuse History Check. Upon request HLA will provide to the District the required background checks for personnel providing services.

2. HLA agrees to provide, within reason, resident pupil(s) of the District with the services specified within the Individualized Education Plan (IEP), including any subsequent revisions to the IEP. HLA shall notify pupil's Parent/Guardian and District if it cannot provide such services for any reason. The parties agree that HLA has made no representations or other commitments regarding pupil's achieving any specific goals specified within the IEP.

3. HLA agrees to send progress monitoring reports to the District within fourteen (14) days after the end of each report period. HLA will retain raw data for two (2) years unless requested otherwise to be transferred to the District. HLA shall provide access and copies of records about pupil(s) of the District upon request by District.

4. HLA reserves the right to terminate pupil enrollment at HLA for any reason including whenever HLA determines, in its sole discretion, that resident pupil is not benefiting from the program being offered, HLA is unable to effectively deliver services to resident pupil, pupil presents a serious risk to the safety of others, and/or pupil is in need of services which HLA is unable to provide. HLA shall provide written notice to District of its intention to terminate pupil enrollment at least fifteen (15) days prior to termination except when termination is for serious disciplinary infractions or safety reasons. HLA is designed and intended to educate pupils with behavioral challenges and serious disciplinary infractions as defined by HLA must present exceptional challenges to be so defined.

5. District agrees to purchase from HLA individualized educational services and related services provided to resident pupil(s) of the District. The parties agree that the program charge includes individualized services, including the following related services; behavior analysis, personal care assistant, speech therapy, occupational therapy and physical therapy, as specified in the pupil's IEP.

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6. In exchange for special education services provided by HLA to resident pupil(s) of the District within the school program the charge is **$535** per day for each pupil the District enrolls.

7. HLA shall invoice District no later than the 5th day of the month for which services are scheduled to be provided. Invoices received after the 5th day of the month shall be timely paid no later than the last day of the following month. Otherwise, invoices received by the 5th day of the month, shall be payable no later than the last day of the same month. Late payments are subject to a late charge of 1% per month.

8. District shall send payments to the following address, or such other address as Hogan Learning Academy may designate in writing to District:

   Hogan Learning Academy
   20 Sharon Drive
   Douglassville, PA 19518

9. HLA, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of HLA, or divulge, disclose, or communicate in any manner, any information that is proprietary to District and will comply with all applicable federal and state privacy laws and regulations, including but not limited to The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g). HLA and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.

10. Upon termination of this Agreement, HLA will return to District all records, notes, documentation and other items that were used, created, or controlled in reference to resident pupil(s) of the District by HLA during the term of this Agreement. All academic reports will be held until all amounts due are paid in full.

11. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 15 days from the date of receipt of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement. In the event that HLA has to pursue collection to recover any unpaid amounts, the District will be responsible for any costs of collection, including attorney's fees, but only if HLA is the prevailing party. Notwithstanding anything herein to the contrary, HLA and the District shall not be liable for any special, consequential, or punitive damages of any nature.

12. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

13. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

14. This Agreement may only be modified or amended in writing, duly executed by both parties obligated under the amendment.

15. This Agreement, as well as matters pertaining to pupil discipline and termination, shall be governed by the Commonwealth of Pennsylvania law, and the rules and regulations set forth by the Pennsylvania Department of Education applicable to private schools. Neither HLA nor the District shall be subject to the laws of any other state.

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16. Any notice or communication required or permitted under this Agreement shall be sufficiently given, if delivered in person or by certified mail, return receipt is requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

17. HLA warrants that it has General Liability Insurance with limits of not less than one million dollars ($1,000,000.00) per occurrence. Upon reasonable request by the District, HLA shall furnish a certificate of insurance evidencing that HLA has insurance coverage in full force and effect. HLA agrees to hold District harmless and indemnify the District and its Board of School Directors, Officers, Administrators, employees and agents from all claims, causes of actions, or litigation, including expenses, costs and attorney's fees, related to the provisions of services under this Agreement.

18. To the fullest extent permitted by applicable laws, both parties shall mutually agree, for itself and its successors and assigns, to indemnify, hold harmless, and, if so requested, defend both parties and its employees, officers, directors, agents, representatives, and their respective heirs, executors, administrators, personal representatives, successors, and assigns (collectively, the "Indemnitees") from and against any and all claims, damages, losses, liabilities, suits, charges, fines, taxes, fees, penalties, orders, settlements, judgments, actions, causes of action, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (i) the services set forth in this Agreement; (ii) the actions or inactions of either party and/or its employees, contractors, and agents; and (iii) the breach by either party of any agreement, covenant, representation, or warranty in this Agreement, regardless of whether any of the foregoing is caused in part by any of the Indemnitees, including, but not limited to, any responsibility for pay or play penalties or shared responsibility payments pursuant to the parties' obligation to indemnify and hold each other harmless under this Agreement shall survive the expiration or termination of this Agreement.

19. Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

20. District and HLA represent and warrant that the individual executing this Agreement is duly authorized to execute and deliver this Agreement on its behalf and this Agreement is a valid and binding obligation of District and HLA.

21. The undersigned District and HLA have reviewed this Agreement and hereby acknowledge their understanding of the terms of this Agreement and agree to abide by and be held responsible for payment of the obligations set forth above.

Hogan Learning Academy:

DocuSigned by:
By: _____
9F20357B9BC3462...

Name: James R. Hogan
Title: CEO

Date: 3/17/2026

Parkland School District:

By: _____

Name:
Title:

Date: _____

LEHIGH LEARNING ACADEMY

PARKLAND SCHOOL DISTRICT

PROGRAM PLACEMENT AGREEMENT

The Parties:

Approved Private Provider - Lehigh Learning Academy Inc. (hereinafter referred to as "LLA"), with its principal office at 113 South Main Street, Nazareth, Pennsylvania.

Public School District – Parkland School District (hereinafter referred to as "School District") with its principal office at 1210 Springhouse Road, Allentown, PA 18104.

The Premises:

WHEREAS, LLA is a private educational organization that, among other things, provides educational services to students with behavioral needs; and

WHEREAS, LLA has developed a specific educational program to educate such children (the "Program"); and

WHEREAS, School District desires to place certain of its students with behavioral needs with LLA to be educated by LLA; and

WHEREAS, LLA and School District have entered a contractual arrangement, as further described herein, wherein School District will have certain placement rights regarding the students with behavioral needs that School District desires to transfer to LLA for placement in the Program;

The Agreement:

NOW THEREFORE, in consideration of the Premises and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each party, LLA and School District, intending to be legally bound, agree as follows:

1. DEFINITIONS. The following definitions apply to the terms of this Agreement:

a) Term. The Term shall be the 2026-2027 School Year;

b) Program. Program is LLA's Program for students with behavioral needs;

c) School District shall be defined collectively as the Administration and High School of the Parkland School District, acting by and through their authorized employees, agents and representatives;

d) Student. Student shall be defined as a student who resides in School District whom the School District has decided to place at LLA to discharge the School District's responsibility to educate school-age children; and

e) Seat. Seat shall be defined as the cost for one Student to attend the Program for one Term. The cost of each Seat under this Agreement is as follows:

$174.00 per school day. Additional fee(s) of $15.00 per day will be applied for any student enrolled in credit recovery and $37.00 per day for any student identified as needing special education services.

2. MATRICULATION RIGHTS. School District shall have the right to matriculate the number of Students that may be agreed upon by LLA and School District during the Term under the following terms and conditions:

a) School District shall provide to LLA all pertinent information reasonably required by LLA regarding the Student; and

b) LLA reserves the absolute right in its sole discretion to reject placement of any Student(s).

3. FEES; PAYMENT. School District shall compensate LLA for the Program services rendered to Students, as follows:

a) LLA will submit a monthly invoice to School District; and

b) School District shall make prompt payment for each invoice received.

4. THIS AGREEMENT will be valid throughout the Term.

5. COMPLIANCE - PDE GUIDELINES. LLA and School District warrant to each other that during the Term they shall both be and remain in compliance with all applicable guidelines, requirements and mandates issued by the Commonwealth of Pennsylvania, Department of Education (the "PDE"), or any other applicable statute or ordinance regarding all aspects of Program, **including Acts 34, 131 and 151** and amendments thereto.

a) Upon written request by School District, LLA shall provide to School District, within ten (10) days after LLA's written receipt of such request, duly notarized and true and correct copies of the original permits, licenses and/or approvals issued by PDE; and

b) SPECIAL EDUCATION PROVISIONS – LLA will provide (a) certified Special Education teacher(s) to implement any PDE Special Education requirements, including but not limited to implementation of the IEP for each student with a disability.

6. INSURANCE: LLA shall provide proof of liability and risk insurance in an amount equal to or greater than $1,000,000.00. When permitted under the provisions of the insurance, School District shall be named as an additional insured. For purposes of this Agreement, a well-rated insurance carrier,

protected by the Pennsylvania Guaranty Fund or otherwise deemed secure and stable by another similar and well-recognized stability index, shall be deemed an acceptable liability insurance carrier. In addition to the liability insurance coverage, LLA agrees to provide and maintain at all times during the term of the Agreement, Worker's Compensation insurance. LLA does not have any volunteer employees, but to the extent any volunteers are utilized by LLA, LLA shall procure mutually acceptable volunteer insurance. LLA further agrees to provide proof of said insurance during the Term, upon receipt of written request therefore.

7. INSOLVENCY OF School District: If School District is or becomes insolvent, is declared a Distressed District under applicable Pennsylvania law, or is unable to pay any amounts due hereunder as said payments become due, then this Agreement shall automatically terminate upon the election of LLA and payments required hereunder for the remaining Term shall be accelerated and become automatically due and payable to LLA within (10) days. If said payment is not received, all School District Students shall not be entitled to continue to be matriculated at LLA and each Student's records shall be forwarded by LLA to School District. If said payment is received, the matriculated School District Students shall be entitled to remain for the remainder of the applicable Term.

8. ACCESS: LLA agrees that the School District shall have access, at agreeable dates and times, to the records and facilities of LLA to ensure that LLA is in compliance with all applicable Federal, State and Local laws, regulations, provisions, statutes and ordinances. School District agrees that LLA shall have access, at mutually agreeable dates and times, to the records and facilities of School District to ensure that School District is in compliance with all applicable Federal, State and Local laws, regulations, provision, statutes and ordinances.

9. TERMINATION BY SCHOOL DISTRICT: School District and LLA agree that the School District retains the right to terminate this Agreement, after written notice of default and a thirty (30) day opportunity to cure said default by LLA.

10. TERMINATION BY LLA: LLA retains the right to terminate or not to renew this Agreement, after written notice of default and a thirty (30) day opportunity to cure said default by School District, for any of the following reasons:

a) One or more material violations of this Agreement;

b) Failure to timely comply with the requests for information regarding any matriculated Students or failure to cooperate with any staff regarding matriculation procedures set forth herein;

c) Failure to make any payment hereunder or pay any LLA invoice when due;

d) Violations of any provisions of state or federal law from which School District has not been exempted; and

e) The School District or the School District Board of School Directors has been indicted for and convicted of fraud.

11. COMPLIANCE WITH STATE REGULATIONS: LLA agrees that as a Licensed Private Academic School it must comply with all the statutory requirements related thereto under Pennsylvania Law. School District and LLA agree that they shall comply with all applicable Special Education requirements in accordance with State and Federal Law.

12. ASSIGNMENT: LLA and School District agree that this Agreement may not be assigned by LLA or School District and that this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the School District.

13. COMPLIANCE: Both parties agree that this Agreement is subject to all applicable Federal, State and local laws and regulations, policies and procedures of the Commonwealth of Pennsylvania, Department of Public Education and the Federal Government. LLA shall perform its duties to ensure that all student educational records, including student names and identities, shall remain confidential as required by law.

14. SEPARABILITY: Both parties agree that in the event that any provision of this Agreement shall or become invalid or unenforceable in whole or in part for any reason whatsoever, the remaining provisions shall, nevertheless, be valid and binding as if such invalid or unenforceable provision had not been contained in this Agreement, provided, however that the invalidation of any portion of this agreement that renders either party unable to comply with State and Federal Law shall render the whole invalid and unenforceable.

15. MISCELLANEOUS: This Agreement may be executed in counterparts. Facsimile copies of signatures shall serve as acceptable substitutes for original signatures and shall be legally binding. By executing this Agreement, each party hereto ratifies that all necessary Board action has been approved and obtained prior to the execution hereof and each party shall be entitled to rely upon the compliance with said rules, regulations and statutes. All notices required under paragraphs 9 or 10 of this Agreement shall be delivered via certified mail, return receipt requested or Federal Express delivery service to the parties at the addresses set forth on page one (1) of this Agreement. Nothing in this agreement shall be construed to establish a joint venture, partnership, or similar relationship between the parties. The employees, agents, and contractors of each party shall not be deemed or construed as the employees, agents, or contractors of the other for any purpose whatsoever.

16. ENTIRE AGREEMENT: This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing, duly signed by all parties.

17. NONDISCRIMINATION: LLA agrees that LLA will abide by all federal and state laws prohibiting discrimination in admissions, employment and operation of the basis on disability, race, creed, gender, national origin, religious ancestry, need for special education services, subject to LLA's right to receive waivers from the same or LLA's statutory or regulatory rights of noncompliance.

IN WITNESS WHEREOF, we the undersigned enter into the above written Agreement.

LEHIGH LEARNING ACADEMY	SCHOOL DISTRICT
_____	_____
Dated: 6/10/26	Dated: _____

"Empowering persons with all types of disabilities to achieve independence"

713 N. 13th Street
Allentown, PA 18102
(V): 610-770-9781
(F): 610-770-9801
www.lvcil.org

LVCIL Consulting and Services Agreement

This Consulting and Services Agreement ("Agreement") is entered into as of click here to enter a date ("Effective Date") by and between LVCIL, a nonprofit agency serving people with disabilities, having an office at 713 North 13th Street, Allentown, PA 18102 ("LVCIL") and click here to enter vendor's name ("Vendor"). LVCIL and Vendor are sometimes referred to herein individually as a "Party" and together as "the Parties."

Services

This Agreement between LVCIL and Vendor is for the provision of LIFE program services to click here to enter consumer's name ("Consumer") for the 2026-2027 school year and/or 2027 extended school year ("Service Period"). Services (direct or indirect) will be provided based upon an individualized service plan ("Service Plan"), as developed by the consumer and their stakeholders, including LVCIL and the Vendor, and as approved by the Vendor. The Consumer's Service Plan is customized, and ***may include, but is not limited to, the following services:***

- Direct Services, such as:
  - Essential skills development (e.g. professional communication, self-advocacy, conflict management, teamwork, time management and scheduling, assertiveness, social skills, relationships, personal boundaries, maintaining physical and mental health and wellness, managing emotions, etc.);
  - Independent living skills development and tasks (e.g. budgeting and money management, laundry, cleaning, personal hygiene, meal preparation, exercise, independent community travel, etc.);
  - Career exploration, job shadowing, volunteering, community-based work assessment, general and/or specific application completion, resume and cover letter development, interview skill development, work experience and/or job development and support, task analysis, related independent living skills, etc.;
  - Post-secondary exploration, campus tours and informational interviews, application completion, financial assistance research and application completion, campus navigation, related independent living skills, etc.;
- Indirect Services, such as:
  - Individualized Education Plan (IEP) or other team meeting support (i.e., attendance and participation in Consumer's IEP meetings as requested).;
  - Development of community-based experiences, if applicable, as completed on Consumer's behalf (i.e., indirect service), as applicable: This may include the development and coordination of specific community-based experiences, which may include volunteering, work experiences, permanent employment, post-secondary experiences, etc. Development may include, but is not limited to, research of potential experiences, communication (phone, email, in-person, etc.) with potential experience site contacts, coordination of experiences with sites and/or Consumer and their stakeholders, etc.

Schedule and Service Hours

During the Service Period, Consumer is expected to attend LVCIL services choose hours per day, choose day(s) per week, for a total of click here to enter total hours billable ***direct service*** hour(s) per week. A

Service Schedule ("Service Schedule"), i.e. specific days/times of direct participation, will be developed as part of the Service Plan.

In addition, during the Service Period, LVCIL is expected to provide additional billable ***indirect services*** as needed, such as to attend IEP meetings as requested by the. LVCIL will seek Vendor approval, either through the developed Service Plan or direct contact, for individual indirect services, as will increase the billable service time provided by LVCIL accordingly.

LVCIL will not provide ***direct services***, as outlined in the Service Schedule, on weekdays designated as holidays, as determined by Vendor's current academic calendar and transportation options. If Vendor cancels school or shortens the school day, Consumer's participation at LVCIL on that day will be cancelled or shortened accordingly.

If additional or reduced hours of service are necessary, the Parties must agree in writing.

Transportation

During the Service Period, Vendor will arrange and/or provide transportation for Consumer to and from LVCIL offices or alternate programming sites in accordance with the Consumer's Service Schedule, unless programming will necessitate alternate times and/or locations, or if mutually agreed upon by the Parties, in which case LVCIL may assist with coordination and/or provision of transportation, which will be billed as a ***direct service***.

Transportation to and from community-based events and activities during programming, as determined by the Service Schedule, will be provided by LVCIL as a ***direct service***. LVCIL certifies that all drivers shall have necessary licensure for transporting consumer and that all vehicles used to transport Consumer will be fully insured. LVCIL indemnifies and holds harmless Vendor, its officers and employees, agents, and attorneys, from all liabilities, claims, and obligations whatsoever arising from its transportation of Consumer to/from community sites.

If Consumer obtains a community-based experience (e.g. volunteering, work experience, employment, etc.) outside of the Service Schedule, Consumer and their family and/or Vendor will be responsible for arranging transportation for Consumer to get to and from the experience, or if mutually agreed upon by the Parties, in which case LVCIL may assist with coordination and/or provision of transportation, which will be billed as a ***direct service***.

LVCIL shall secure and maintain comprehensive general liability Insurance and automobile liability insurance with limits of not less than $1,000,000.00 combined single limit per occurrence for bodily injury and property damage liability. LVCIL shall secure and maintain professional liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 in aggregate. When permitted under the provisions of the insurance, Vendor shall be named as an additional insured. All liability policies shall be primary and without contribution from any policy of insurance of Vendor.

Record Keeping and Progress Reporting

LVCIL Staff will document all information related to services provided and will maintain an electronic record in Consumer's file. Staff will also record the date of each activity and the duration of each billable unit in CILSuite, a web-based time management program. The Transition and Employment Administrative Team will review all billable hours, and LVCIL's Fiscal Staff will process all billing.

Evaluations will be conducted by LVCIL staff to evaluate Consumer's progress within the program. These evaluations and supplemental documents will be shared with the Vendor to evaluate Consumer's progress. Progress reporting will be submitted to Vendor within ten days of conclusion of each reporting period, as determined by the Parties. All other progress testing and reporting for the student shall be the responsibility of Vendor, unless otherwise agreed in writing and approved by LVCIL.

LVCIL will provide Vendor with copies of all clearances required by the Pennsylvania Department of Education, the Public School Code and the Child Protective Services Law for all staff involved in providing direct services to Consumer while under LVCIL's supervision.

Compensation and Payment

Vendor agrees to pay LVCIL for services rendered monthly, at a rate of **$88.50** per hour, for applicable ***direct and indirect billable services*** in accordance with the Consumer's Service Plan.

Vendor will only be billed for applicable direct and indirect billable services provided on each respective day. Time will be billed in quarter-hour increments. LVCIL will submit an invoice to Vendor for the month's services within twenty (20) days of the end of the month. Vendor agrees to pay invoices within thirty (30) days of receipt.

Termination of Services

This contract will remain in effect until the end of the Service Period.

Either party may terminate this agreement, as applicable, in the event of a material breach of the other Party's obligations if the breaching Party fails to cure the breach within thirty (30) days after receiving written specific notice of the breach being asserted. In addition, LVCIL may terminate this Agreement at any time without cause by providing Vendor with thirty (30) days prior written notice.

FAPE Responsibility

The Parties of this Agreement understand and agree that this Agreement in no way limits or shifts Vendor's responsibility to provide a Free Appropriate Public Education to Consumer.

IN WITNESS WHEREOF, the Parties hereto have agreed to and executed this Agreement, or caused it to be executed in their names and on their behalf by their respective representatives thereunto duly authorized, as of the Effective Date set forth above.

Signature	Date
By Seth Hoderewski, in his capacity as Executive Director of LVCIL	
Signature	Date
By enter Vendor's contact name, in their capacity for enter Vendor's organization	

"Empowering persons with all types of disabilities to achieve independence"

713 N. 13th Street
Allentown, PA 18102
(V): 610-770-9781
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LVCIL Consulting and Services Agreement

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Services

This Agreement between LVCIL and Vendor is for the provision of LIFE program services to click here to enter consumer's name ("Consumer") for the 2026-2027 school year and/or 2027 extended school year ("Service Period"). Services (direct or indirect) will be provided based upon an individualized service plan ("Service Plan"), as developed by the consumer and their stakeholders, including LVCIL and the Vendor, and as approved by the Vendor. The Consumer's Service Plan is customized, and ***may include, but is not limited to, the following services:***

- ***Group Direct Services***, such as:
  - Essential skills development (e.g. professional communication, self-advocacy, conflict management, teamwork, time management and scheduling, assertiveness, social skills, relationships, personal boundaries, maintaining physical and mental health and wellness, managing emotions, etc.);
  - Independent living skills development and tasks (e.g. budgeting and money management, laundry, cleaning, personal hygiene, meal preparation, exercise, independent community travel, etc.);
  - Career exploration, job shadowing, volunteering, community-based work assessment, general and/or specific application completion, resume and cover letter development, interview skill development, work experience and/or job development and support, task analysis, related independent living skills, etc.;
  - Post-secondary exploration, campus tours and informational interviews, application completion, financial assistance research and application completion, campus navigation, related independent living skills, etc.;
- ***Individual Indirect Services***, such as:
  - Individualized Education Plan (IEP) or other team meeting support (i.e., attendance and participation in Consumer's IEP meetings as requested).;
  - Development of community-based experiences, if applicable, as completed on Consumer's behalf (i.e., indirect service), as applicable: This may include the development and coordination of specific community-based experiences, which may include volunteering, work experiences, permanent employment, post-secondary experiences, etc. Development may include, but is not limited to, research of potential experiences, communication (phone, email, in-person, etc.) with potential experience site contacts, coordination of experiences with sites and/or Consumer and their stakeholders, etc.

Schedule and Service Hours

During the Service Period, Consumer is expected to attend LVCIL group services choose hours per day, choose day(s) per week, for a total of click here to enter total hours billable ***group direct service*** hour(s)

per week. Group activities occur in a setting with three or more students. A Service Schedule ("Service Schedule"), i.e. specific days/times of direct participation, will be developed as part of the Service Plan.

LVCIL will not provide ***group direct services***, as outlined in the Service Schedule, on weekdays designated as holidays, as determined by Vendor's current academic calendar and transportation options. If Vendor cancels school or shortens the school day, Consumer's participation at LVCIL on that day will be cancelled or shortened accordingly.

In addition, during the Service Period, LVCIL is expected to provide additional billable ***individual indirect services*** as needed, as applicable and required, to attend IEP meetings or other meetings, or to develop expected community-based experiences on behalf of the consumer as indicated in the Service Plan. Direct or indirect individual services will increase the billable service time provided by LVCIL accordingly.

If additional or reduced hours of service are necessary, the Parties must agree in writing.

Transportation

During the Service Period, Vendor will arrange and/or provide transportation for Consumer to and from LVCIL offices or alternate programming sites in accordance with the Consumer's Service Schedule, unless programming will necessitate alternate times and/or locations, or if mutually agreed upon by the Parties, in which case LVCIL may assist with coordination and/or provision of transportation, which will be billed as an ***individual direct service***.

Transportation to and from community-based events and activities during programming, as determined by the Service Schedule, will be provided by LVCIL as a ***group direct service***. LVCIL certifies that all drivers shall have necessary licensure for transporting consumer and that all vehicles used to transport Consumer will be fully insured. LVCIL indemnifies and holds harmless Vendor, its officers and employees, agents, and attorneys, from all liabilities, claims, and obligations whatsoever arising from its transportation of Consumer to/from community sites.

LVCIL shall secure and maintain comprehensive general liability Insurance and automobile liability insurance with limits of not less than $1,000,000.00 combined single limit per occurrence for bodily injury and property damage liability. LVCIL shall secure and maintain professional liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 in aggregate. When permitted under the provisions of the insurance, Vendor shall be named as an additional insured. All liability policies shall be primary and without contribution from any policy of insurance of Vendor.

Record Keeping and Progress Reporting

LVCIL Staff will document all information related to services provided and will maintain an electronic record in Consumer's file. Staff will also record the date of each activity and the duration of each billable unit in CILSuite, a web-based time management program. The Transition and Employment Administrative Team will review all billable hours, and LVCIL's Fiscal Staff will process all billing.

Evaluations will be conducted by LVCIL staff to evaluate Consumer's progress within the program. These evaluations and supplemental documents will be shared with the Vendor to evaluate Consumer's progress. Progress reporting will be submitted to Vendor within ten days of conclusion of each reporting period, as determined by the Parties. All other progress testing and reporting for the student shall be the responsibility of Vendor, unless otherwise agreed in writing and approved by LVCIL.

LVCIL will provide Vendor with copies of all clearances required by the Pennsylvania Department of Education, the Public School Code and the Child Protective Services Law for all staff involved in providing direct services to Consumer while under LVCIL's supervision.

Compensation and Payment

Vendor agrees to pay LVCIL for services rendered monthly, at a rate of **$36.50** per hour for applicable ***group direct services***, and at a rate of **$88.50** per hour for applicable ***individual indirect or direct services***, in accordance with the Consumer's Service Plan.

Vendor will only be billed for applicable direct and indirect billable services provided on each respective day. Time will be billed in quarter-hour increments. LVCIL will submit an invoice to Vendor for the month's services within twenty (20) days of the end of the month. Vendor agrees to pay invoices within thirty (30) days of receipt.

Termination of Services

This contract will remain in effect until the end of the Service Period.

Either party may terminate this agreement, as applicable, in the event of a material breach of the other Party's obligations if the breaching Party fails to cure the breach within thirty (30) days after receiving written specific notice of the breach being asserted. In addition, LVCIL may terminate this Agreement at any time without cause by providing Vendor with thirty (30) days prior written notice.

FAPE Responsibility

The Parties of this Agreement understand and agree that this Agreement in no way limits or shifts Vendor's responsibility to provide a Free Appropriate Public Education to Consumer.

IN WITNESS WHEREOF, the Parties hereto have agreed to and executed this Agreement, or caused it to be executed in their names and on their behalf by their respective representatives thereunto duly authorized, as of the Effective Date set forth above.

Signature	Date
By Seth Hoderewski, in his capacity as Executive Director of LVCIL	
Signature	Date
By enter Vendor's contact name, in their capacity for enter Vendor's organization	

MERIDIAN ACADEMY

BRINGING STUDENTS FULL CIRCLE TO DISCOVER THEIR TRUE POTENTIAL

Meridian Academy
TUITION CONTRACT AGREEMENT

AGREEMENT between the Parkland School District, Local Education Agency (LEA), in the County of Lehigh and the State of Pennsylvania located at 1210 Springhouse Road Allentown, PA 18104 *(hereinafter referred to as the "SENDING DISTRICT'),* and Meridian Academy, a Licensed Private Academic School, in the County of Northampton and the State of Pennsylvania *(hereinafter referred to as the "RECEIVING SCHOOL")* located at 3 W. Broad St. Suite 1A Bethlehem, PA 18018.

WITNESSETH

NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree as follows:

1. The SENDING DISTRICT agrees to purchase educational services from the RECEIVING SCHOOL. The RECEIVING SCHOOL agrees to provide educational services for the SENDING DISTRICT in accordance with the applicable Pennsylvania Statues and the rules and regulations of the State Board of Private Academic Schools. The specific educational services to be purchased and provided are described in 1a. below.

1.a The specific educational services described in this section or attached as an appendix to this AGREEMENT are to be provided for:

SELECT ONE ONLY

[X] special education resident pupil(s) from the SENDING DISTRICT, **OR**
[ ] non-special education resident pupil(s) from the SENDING DISTRICT.

DESCRIBE THE EDUCATIONAL SERVICES IN THIS SPACE OR ATTACH A DESCRIPTION AS AN APPENDIX TO THIS AGREEMENT.

Full Time Emotional Support or Autistic Support according to student's current IEP and/or ER/RR.

2. This AGREEMENT shall be in effect commencing the 2026 - 2027 school year. The educational services shall commence when both districts agree to student(s) placement for one calendar year subject to age/grade restrictions, unless earlier terminated by either party upon sixty (60) days written notice, with cause subject to the Tuition & Refund/Reimbursement Policy. Any termination without cause shall not affect the rights to payment of the RECEIVING SCHOOL for services rendered from the date of contractual agreement. Further, termination by SENDING DISTRICT will not entitle SENDING DISTRICT to any refund of payments. See Exhibit B for payment schedule.

3. Tuition charges, as part of this AGREEMENT, as well as the payment of the same shall be made in accordance with the applicable Pennsylvania Statutes and the rules and regulations of the State Board of Private Academic Schools.

4. The SENDING DISTRICT agrees to pay a tuition of. Select a or b.

a. _____ $230 per day, per ES student enrolled.

b. _____ $270 per day, per AS student enrolled

c. _____ $_____per _____ slots, per day for potential student enrollment for the current school year.

This is a daily rate contract, according to the TUITION & REFUND/RETENTION POLICY for the regular school year, based on the number of days in the school calendar, with ESY being a separate rate and agreement.

5. The RECEIVING SCHOOL agrees to provide the SENDING DISTRICT with a monthly invoice and a monthly report showing pupil enrollment and attendance, in receipt of payment for that month. Payments shall be made via Direct Deposit or by check and mailed to 2835 Georgetown Rd. Nazareth, PA 18064. Tuition not made within 5 days of the due date will be assessed with a 10% late fee.

6. The parties agree to the additional terms and conditions attached as Exhibit A and Exhibit B to this agreement.

MERIDIAN ACADEMY

BRINGING STUDENTS FULL CIRCLE TO DISCOVER THEIR TRUE POTENTIAL

This agreement is outlined for the following student(s):

Student Name	Grade & PA Secure ID

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed as of this _____ day of _____ , 20____.

LEA OF SENDING DISTRICT (Name)	LEA OF SENDING DISTRICT (Signature)
DIRECTOR OF RECEIVING SCHOOL (Name)	DIRECTOR OF RECEIVING SCHOOL (Signature)

MERIDIAN ACADEMY

BRINGING STUDENTS FULL CIRCLE TO DISCOVER THEIR TRUE POTENTIAL

EXHIBIT A. ADDITIONAL TERMS AND CONDITIONS

1. Warranties. Warranty of Professionalism. Meridian Academy warrants that the educational services provided under this Agreement shall be performed by qualified personnel, in a professional and workmanlike manner consistent with industry standards. Meridian Academy further warrants that all such services shall comply in all material respects with the applicable Pennsylvania statutes and the rules and regulations of the Pennsylvania Department of Education's State Board of Private Academic Schools. EXCEPT FOR THE WARRANTY OF PROFESSIONALISM SET FORTH HEREIN, MERIDIAN ACADEMY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES TO BE PROVIDED HEREUNDER.

2 Assignment. Neither party may assign any of its rights or delegate any of its obligations under this Agreement, whether by operation of law or otherwise, without the prior express written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may assign this Agreement (including all Order Forms) with notice to the other party in connection with any merger or acquisition or sale of all or substantially all of such party's (such notice to be delivered within thirty (30) days of such assignment). Such assignment will not in any event relieve the assignor of any obligations that accrue under this Agreement prior to any such assignment. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns. Any attempted assignment in violation of this Section 1 shall be null and void.

3. Waiver and Amendment. No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall operate as a waiver of any such right, power or remedy.

4. Choice of Law; Jurisdiction; Venue. This Agreement shall be governed by the laws of the state of Pennsylvania without regard to its conflict of law principles. The parties irrevocably attorn to the exclusive jurisdiction of the state courts of Northampton County, Pennsylvania. No choice of laws or rules of any jurisdiction shall apply to this Agreement.

5. Arbitration. Any controversy or claim among the relevant parties arising out of or relating to this Agreement shall be settled by arbitration. The agreement to arbitrate covers all disputes of every kind relating to or arising out of this Agreement. The forum shall be in Northampton County, Pennsylvania, unless mutually agreed by the parties. The arbitration shall be administered by the American Arbitration Association ("Arbiter Group") with rules set forth by the Arbiter Group providing for a single arbitrator and standard rules, as modified by any other instructions that the parties may agree upon at the time. The arbitrator shall be bound by and shall strictly enforce the terms of this Agreement and may not limit, expand or otherwise modify its terms. The arbitrator shall not have the power to award damages in connection with any dispute in excess of actual compensatory damages and shall not multiply actual damages or award consequential or punitive damages. Each party shall bear its own fees and expenses with respect to the arbitration and any proceeding related thereto and the parties shall share equally the fees and expenses of the Arbiter Group, and the arbitrators, provided that the prevailing party in any arbitration shall be entitled to reimbursement of reasonable attorney's fees and expenses relating to such arbitration, and the fees and expenses of the Arbiter Group and the arbitrator. The arbitrator shall have the power and authority to award any remedy or judgment that could be awarded by a court of law in the State of Pennsylvania. The award rendered by arbitration shall be final and binding upon the parties, and judgment upon the award may be entered in any court of competent jurisdiction in the United States.

6. Compliance with Laws. Each party shall comply in all material respects with all applicable laws and regulations regarding the general conduct under this Agreement.

7. Notices. All notices, demands or consents required or permitted under this Agreement shall be in writing and delivered to the addresses set forth above. Notice shall be considered delivered and effective on the earlier of actual receipt or when (a) personally delivered; (b) the day following transmission if sent by facsimile when followed by written confirmation by registered overnight carrier or certified mail; or (c) one (1) day after posting when sent by registered private overnight carrier (e.g., UPS, Federal Express, etc.); or (d) five (5) days after posting when sent by certified mail. Notice shall be sent to the parties at the addresses set forth on the first page of this Agreement or at such other address as shall be specified by either party to the other in a notice in accordance with this Section 6.

8. Independent Contractors. RECEIVING SCHOOL is an independent contractor. This Agreement does not create a legal partnership (notwithstanding any use of the term "partner" by the parties, which if used is meant only to convey a spirit of cooperation between the parties), joint venture, agency, employee/employer, relationship, or franchisee/franchisor relationship between the parties. Neither party shall have any right, power or authority to create any obligation or responsibility on behalf of the other.

9. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.

10. Force Majeure. Notwithstanding any other provision of this Agreement, neither party shall be deemed to be in default or breach of its duties or obligations under this Agreement if and to the extent that such party's failure to perform its obligations results from an event or circumstance beyond its reasonable control, including, but not limited to, acts of God, natural disasters, earthquakes, floods, wildfires, severe weather conditions, wars, sabotage, acts of terrorism, civil disturbances, labor strikes or disputes, governmental actions or orders (including but not limited to travel restrictions, quarantine orders and shutdown orders), epidemics, pandemics, public health emergencies (as declared by the World Health Organization or any governmental authority), supply shortages, and failure of third parties to perform their obligations to the affected party (collectively, "Force Majeure Events"). Upon the occurrence of any Force Majeure Event, the affected party shall promptly notify the other party of such event and its impact on its ability to perform its obligations under this Agreement. The affected party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The affected party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. If the Force Majeure Event prevails for a continuous period of more than sixty (60) days, either party may terminate this Agreement by giving ten (10) days' written notice to the other party. All due payments under this Agreement up to the date of occurrence of the Force Majeure Event shall remain payable, and any obligations that are not dependent on the performance hindered by the Force Majeure Event shall remain in effect.

11. Headings and References. The headings and captions used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

12. Counterparts. This Agreement may be executed in counterparts, both of which, when taken together, shall constitute a signed agreement binding upon the parties. Delivery of a signed counterpart of this Agreement by facsimile transmission, in paper copy by courier or regular mail or as an email attachment in PDF format shall constitute valid and sufficient delivery thereof.

13. Complete Understanding. This Agreement, including all Exhibits, constitutes the final, complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements.

MERIDIAN ACADEMY

BRINGING STUDENTS FULL CIRCLE TO DISCOVER THEIR TRUE POTENTIAL

EXHIBIT B. TUITION PAYMENT SCHEDULE

Tuition for Emotional Support is $42,550 for one year, which is $3,868.18/month over 11 months. The $42,550 is based on a $230 rate per student per day for 185 days, according to the 26/27 Meridian Academy school calendar. This arrangement provides a fixed monthly payment. SENDING DISTRICT will be contractually obligated to pay for 1 full year from the student's enrollment month, not including July, regardless of what month or day the student enrolls. Initial tuition will be invoiced regardless of the day of the month enrollment begins, and the SENDING DISTRICT will not be obligated to pay that same month 12 months later, at the conclusion of the completed program year, unless however, the student has been re-enrolled according to the Re-enrollment Policy. Tuition due dates are the day of initial enrollment and the first day of each month thereafter. Tuition not made within 5 days of the due date will be assessed with a 10% late fee.

Month 1: $3,868.18 - August ‘26
Month 2: $3,868.18 - September ‘26
Month 3: $3,868.18 - October ‘26
Month 4: $3,868.18 - November ‘26
Month 5: $3,868.18 - December ‘26
Month 6: $3,868.18 - January ‘27
Month 7: $3,868.18 - February ‘27
Month 8: $3,868.18 - March ‘27
Month 9: $3,868.18 - April ‘27
Month 10: $3,868.18 - May ‘27
Month 11: $3,868.20 - June ‘27

Total Tuition: $42,550

Tuition for Autistic Support is $49,950 for one year, which is $4,540.90/month over 11 months. The $4,540.90 is based on a $270 rate per student per day for 185 days, according to the 26/27 Meridian Academy school calendar. This arrangement provides a fixed monthly payment. SENDING DISTRICT will be contractually obligated to pay for 1 full year from the student's enrollment month, not including July, regardless of what month or day the student enrolls. Initial tuition will be invoiced regardless of the day of the month enrollment begins, and the SENDING DISTRICT will not be obligated to pay that same month 12 months later, at the conclusion of the completed program year, unless however, the student has been re-enrolled according to the Re-enrollment Policy. Tuition due dates are the first of each month. Tuition not paid within 5 days of the due date will be assessed with a late fee.

The following payment schedule outlines the fixed monthly payments, for a single student, starting the month the student enrolls, for the duration of one calendar year.

Month 1: $4,540.90
Month 2: $4,540.90
Month 3: $4,540.90
Month 4: $4,540.90
Month 5: $4,540.90
Month 6: $4,540.90
Month 7: $4,540.90
Month 8: $4,540.90
Month 9: $4,540.90
Month 10: $4,540.90
Month 11: $4,541.00

Total Tuition: $49,950

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EDUCATIONAL SERVICES AGREEMENT

This Educational Services Agreement ("Agreement") dated this 1st day of June 2026, between Parkland School District, (here in after referred to as the "District")and New Story Schools, located at 251 Long Lane, Kutztown, Pa 19530 (hereinafter referred to ("Provider"). District and Provider may be individually referred to as "Party" or collectively referred to as the "Parties."

WHEREAS, it is the desire and intent of the District to contract with Provider to receive certain educational and related services for certain identified students of the District; and

WHEREAS, it is the desire and intent of Provider to render and perform certain educational and related services for the aforementioned students under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the consideration set forth in the attached Addendum "A," attached hereto, and the mutual promises contained herein, and intending to be legally bound, the District and Provider hereby agree as follows:

1. **Term.** This Agreement shall be in effect from August 1, 2026 through July 31, 2027, unless terminated earlier pursuant to the terms of this Agreement.

2. **Services.** The District agrees to purchase from Provider educational and related service as described in the individualized educational plan ("IEP"), and any revisions thereto of certain identified resident student(s) of the District. Provider shall provide the educational and related services described in the IEP of the student(s), and any revisions thereto, in accordance with all applicable federal and state laws, including, but not limited to, the Individuals with Disabilities Education Act ("IDEA") and Section 504 of the Rehabilitation Act of 1973. Provider agrees to participate in IEP and multi-disciplinary team ("MDT") meetings and to cooperate in the development of evaluations. The District will translate the IEP in the Parent's native language, as required by law. Additionally, all services provided pursuant to this Agreement shall include research-based methodologies. The parties agree that Provider has made no representations or other commitments regarding Student achieving any specific goals specified within the IEP.

3. **Transportation.** The District will be solely responsible for the transportation of students to Provider under this Agreement in accordance with applicable law, including, but not limited to, 24 P.S. 13-1361 and 67 Pa. Code Chapter 171. Once District transportation vehicles have departed from Provider property, they are not permitted to return with students. In the event of an off-site safety concern, District transportation personnel are expected to follow the District, or the District contractor's, established emergency procedures. These procedures should not include returning to Provider's location. Provider is unable to provide transportation support after school hours or off-site once students have been released to the care of the District and the District's transportation contractor. To maintain clear and consistent communication, Provider does not directly coordinate with transportation contractors. All communication should be routed through the appropriate District or designated transportation contractor. While Provider does not have a direct contractual relationship with transportation contractors, we remain committed to working closely with our District

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partners to support student needs within the scope of our agreements.

4. **Payment.** Payment for tuition shall, as part of this Agreement, be made in accordance with the attached "Schedule A." If this Agreement includes Extended School Year ("ESY") services, those tuition charges are included on Schedule A. Provider shall invoice the District on a monthly basis within ten (10) days of the beginning of the month for which services are scheduled to be provided. Payment shall be remitted within 30 days' receipt of such invoices. Payments not paid within thirty (30) days of invoice date shall bear interest at the rate of 1.5% per month. If payments are not made within forty- five (45) days of the invoice date, any discounts identified in Schedule A shall not apply until the District's account is current. If Provider pursues collection of any unpaid amounts, the District will be responsible for any costs of collection, including attorney's fees.

5. **Attendance.** Provider agrees to record the student's attendance and to notify the District in writing if the student is truant as defined by the compulsory attendance law so that the District may investigate the enrollment status of the student. Provider agrees to attend, if asked by the District, a school attendance improvement conference, and to assist the District in preparing, subsequently, a written school attendance improvement plan, to the extent required under Pennsylvania's truancy law. Provider operates on a school year schedule in accordance with the Provider's calendar. The parties agree that the Provider may be closed by Provider due to inclement weather or for other safety reasons without prior notice to the District. In the event of an extended closure, Provider agrees to make a good faith effort to provide continuity of education for the student using alternative means during the period of closure, including provision of services virtually. Provider's plan to reopen after an extended closure will comply with State and Federal Law, and with Pennsylvania Department of Education guidelines and any other applicable law, regulation or governmental agency recommendations.

6. **Progress Reports.** Provider agrees to send progress monitoring reports to the District within fourteen (14) days after the end of each quarter as outlined by the school calendar, or more often if so required by the student's IEP.

7. **Termination.**
    a. This Agreement may be terminated by either Party upon twenty-one (21) calendar days written notification to the other Party.
    b. District shall remain obligated to pay all amounts due to Provider through the enrollment termination and such obligation shall survive any termination of this Agreement.
    c. Provider reserves the right to terminate a Student's enrollment at the Provider whenever Provider determines, in its sole discretion, that Student is not benefiting from the program being offered, Provider is unable to effectively deliver services to Student, Student presents a serious risk to the safety of others, and/or Student is in need of services which Provider is unable to provide. Serious disciplinary infractions shall be defined at the sole discretion of Provider. However, the parties acknowledge that the Provider is designed and intended to educate students with behavioral challenges and that serious disciplinary infractions as defined by Provider must present

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exceptional challenges to be so defined.

d. If enrollment continues beyond either party's twenty-one (21) calendar day notice for any reason, then Provider shall continue providing services until the District is able to find a new placement for a student for a total period up to sixty (60) days, provided the District is making a good faith effort to find a new placement. If the student's continued placement beyond the twenty-one (21) day notice would create a risk to the health, safety, or welfare of the student, other students, or Provider's staff, Provider reserves the right to provide virtual instruction to the student in its sole discretion. The rate for enrollment for any day following the twenty-one (21) calendar days' notice may be twice the rate of otherwise applicable under this Agreement.

e. If Provider gives twenty-one (21) calendar days' notice of termination due to the District's failure to pay amounts due and owing, Provider shall have the right to disenroll the student on the twenty-second (22nd) day following such notice.

f. If the student is no longer a resident of the District, this Agreement shall terminate upon the District's **written** notification to Provider. District shall be responsible for payment through the date of notification to Provider. To the extent the student's school district of residence may change during the term of this Agreement, it is the District's responsibility to immediately notify Provider in writing and take affirmative action to terminate this Agreement. To the extent the student's residency status is uncertain, and/or the District is disputing residency with other districts or parties, the District remains responsible for payment through the date it notifies the Provider in writing to terminate this Agreement.

8. **Dispute Resolution.** In the event that any disputes arise out of this Agreement, the parties shall seek to resolve the dispute as expeditiously as possible. The interests of the students shall be the foremost concern in resolving such disputes. Nothing in this section shall be construed, by either party, as a waiver of any right to legal or equitable relief consistent with section 21 of this Agreement.

9. **Discontinuance of Approval Status.** In the event that the approval status of Provider is discontinued by the Pennsylvania Department of Education, Provider must immediately provide written notice to the District and this Agreement shall be terminated. The District shall be responsible for tuition for the days the students are enrolled prior to the Department of Education's discontinuance notice. The Provider assures that it is not under suspension or debarment by the Commonwealth, any other state, or the federal government.

10. **Assignment.** Provider shall not assign this Agreement or any portion thereof to any other entity; however, Provider, may use employees and/or independent contractors to perform services under this Agreement.

11. **Licenses and Certifications.** Provider shall maintain, at its own expense, any required licenses and certifications to provide the aforementioned services. Provider employs certified personnel as defined by the Pennsylvania Department of Education, including Private School certification, and otherwise meets regulatory requirements for a private licensed school. Provider shall be responsible for obtaining any and all necessary permits and licenses and for ensuring that each of its employees and/or independent

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contractors comply with all applicable laws, rules and regulations, whether federal, state or local, and the policies of Provider.

12. **Clearances.** Provider agrees that any individual who will be in direct contact with the District's students shall possess the following valid clearances and certifications as required by Section 1-111 of the Public School Code (24 P.S. § 1-111):

    a) PA Child Abuse History Clearance (Act 151);
    b) Federal Criminal History Records (Act 114);
    c) Pennsylvania Background Checks (Act 34);
    d) Employment History Review (Act 168);
    e) Mandated reporter training and all other training required by law;
    f) Tuberculin testing (28 Pa Code 23.44).

    Provider agrees to bear any costs or fees associated with obtaining these clearances, training and certifications. Provider agrees to provide proof of the aforementioned clearances upon request by the District. Provider will notify the District in writing within seventy-two (72) hours if it learns that a Provider Employee is arrested for or convicted of any crime. Provider will also notify the District in writing within seventy-two (72) hours of notification that a Provider employee has been named a perpetrator in an indicated or founded report pursuant to the Child Protective Services Law. Notwithstanding any other provision for termination in this Agreement, Provider's failure to comply with the requirements of this section shall be grounds for the District to immediately terminate this Agreement.

13. **Non-Solicitation**. The District shall not, directly or indirectly: (i) recruit, solicit or otherwise induce or attempt to induce any employee or independent contractor of Provider or any subsidiary or affiliate of Provider including, but not limited to, the Provider Representatives, to leave the employ or service of Provider or such subsidiary or affiliate, or in any way interfere with the relationship between Provider, its subsidiaries or its affiliates and their respective employees or independent contractors; or (ii) employ, hire or otherwise retain any person listed above while such person has such employment or contractual relationship with Provider, it subsidiaries or its affiliates including the Provider Representatives and for one year thereafter.

14. **Insurance.** Provider shall maintain the following insurance coverages in the following limits for the term of this Agreement:

Commercial General Liability	$1,000,000 per occurrence/$2,000,000 aggregate
Automobile Liability	$1,000,000 each accident
Umbrella Liability	$3,000,000 per occurrence/$3,000,000 aggregate
Workers Compensation	$1,000,000 per occurrence
Professional Liability	$6,000,000 per claim/$8,000,000 aggregate
Sexual Abuse and Molestation	$5,000,000 limit

    The insurance company(ies) issuing the policies for such insurance coverage must have at least an A- rating from AM Best. The Provider agrees to provide the District with certificates of insurance, naming the District as additional insured. Such certificates should indicate any deductible and/or self-insured retention and stipulate that the insurance will not be cancelled while this Agreement is in effect without 30 days' prior

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written notice to the District. The Provider further agrees to ensure that all subcontractors it retains in connection with the services provided maintain adequate insurance coverage with respect to the services performed under this Agreement.

15. **Privacy and Confidentiality.** All information of any kind regarding the students, including (without limitation) confidential Student data, shall be kept strictly confidential by District and Provider, and shall not be used or disclosed for any purpose except as provided in this Agreement, or as otherwise required by law. This obligation of confidentiality shall survive the expiration or termination of this Agreement. As used herein, the term "confidential student data" shall include, without limitation, any personal or identifying student information, names, addresses, date of birth, social security or other identification numbers, attendance records, grades, test results, assessments, work product, disciplinary records, and any information deemed to be a "education record" under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.

    Provider further acknowledges and agrees that through its performance under this Agreement it may possess, maintain, store or manage Personal Information, as that term is defined by the Pennsylvania Breach of Personal Information Notification Act, 73 P.S. § 2301 et seq., and that the unauthorized access or acquisition of such information may expose the District to loss or injury. Provider shall maintain a policy to govern the proper data storage of Personal Information. Such policy shall require current, commercially reasonable best practices for data storage and shall be reviewed at least annually and updated as necessary. Provider shall utilize encryption and other commercially reasonable security measures to protect the transmission of Personal Information over the internet from being viewed or modified by any unauthorized third party. Provider shall maintain a policy to govern the proper encryption and other security measures it utilizes to protect the transmission of Personal Information. Provider must provide immediate notification to the District of any suspected Discovery, as defined by the Breach of Personal Information Notification Act, of an unauthorized access or acquisition of Personal Information. Provider specially acknowledges and understands that time is of the essence in providing such notification to the District, and that any failure to immediately notify the District constitutes a material breach of this Agreement. Upon any suspected unauthorized access or acquisition of Personal Information, Provider will provide District access to all data or information requested by District as necessary to comply with any requirements to notify impacted individuals. Notwithstanding any other provision of this Agreement, Provider agrees to indemnify, defend, and hold harmless the District, it's directors, officers, employees, agents and representatives, from and against any and all claims, demands, liabilities, suits, actions, damages, losses and any amounts payable whatsoever including, without limitation, court costs, investigative fees and expenses, and reasonable attorney's fees, arising out of or caused by the gross negligence, malfeasance or intentional recklessness of Provider and/or its partners, principals, agents, employees, subcontractors, and representatives or by their failure to perform pursuant to this Section 15 of this Agreement.

16. **Indemnification.** District agrees to indemnify, defend, and hold Provider harmless from any claims, losses, suits or damages caused by or arising from the negligence or willful misconduct of District, its agents and its employees, District's obligation to indemnify shall survive the termination of this Agreement.

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Provider agrees to indemnify, defend, and hold District harmless from any claims, losses, suits or damages caused by or arising from the negligence, or willful misconduct of Provider, its agents, and its employees. Provider's obligation to indemnify shall survive the termination of this Agreement.

17. **Independent Contractor.** It is hereby understood and agreed that Provider, in performing this Agreement, is acting in the capacity of an independent contractor, and that Provider, in such capacity, is not an agent, servant, partner, or employee of the District. None of the benefits provided by the District to its employees, including but not limited to workers' compensation insurance, disability insurance, medical insurance, and unemployment insurance are available from the District to Provider for the services provided to this Agreement. Provider has no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf or in name of the District or to bind the District in any way whatsoever.

18. **Non-Discrimination**. Provider and District shall assure that the Services provided pursuant to this Agreement are rendered without regard to race, sex, national origin, age, disability, or any other protected category under federal, state or local law.

19. **Waiver of Certain Damages.** Provider waives claims against the District for lost profits, lost expected profits, consequential damages and/or incidental damages arising out of or relating to this Agreement or termination thereof.

20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any laws or principles of conflicts of laws that would cause the laws of any other jurisdiction to apply.

21. **Venue.** Sole and exclusive jurisdiction for claim or suit arising from or under this Agreement shall be in the Court of Common Pleas for County, Pennsylvania, in a non-jury format, and in no other forum.

22. **Sovereign Immunity.** As it pertains to third parties, nothing contained herein shall be construed as or imply that the District is waiving its sovereign immunity. Notwithstanding anything contained in this Agreement, nothing in this Agreement shall be deemed to be a direct or indirect waiver of or limitation to any sovereign or governmental immunity in any respect applicable to the District, its directors, officers, employees and agents, including without limitation under the Pennsylvania Political Subdivision Tort Claims Act.

23. **Modification.** This Agreement may not be modified, altered, or changed except upon express, written consent of both parties wherein specific reference is made to this Agreement.

24. **Execution** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. Electronic signatures are acceptable. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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25. **Notice**. All official notices and other communications required or permitted under this Agreement must be in writing and delivered to the recipient as provided below:

New Story Schools
Attn: Vice President of Operations
3710 Hempland Road
Mountville, PA 17554

26. **Authority.** District represents and warrants that the individual executing this Agreement is duly authorized to execute and deliver this Agreement on its behalf and this Agreement is a valid and binding obligation of District.

27. **Entire Agreement; Headings**. This Agreement contains the entire understanding between the Parties with respect to their subject matter and superseded all prior or contemporaneous agreements or understandings between the Parties with respect to subject matter contained herein. The headings in this Agreement are solely for convenience of reference and are not to be given any effect in the construction or interpretation of this Agreement.

Parkland School District: OBJ	**New Story Schools**
By:_____	By: DocuSigned by: Nichole Arnold EB23804C1A8C4D3...
Name:_____	Name: Nichole Arnold
Title:_____	Title: Vice President of Operations
Date:_____	Date: 4/28/2026

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SCHEDULE "A"

The rates set forth in this Schedule "A" shall apply to Students enrolled at Provider during the term of the Agreement unless agreed to in writing by the Parties set forth in the Agreement.

1) Description of educational and related services to be provided by Provider:

The following are the Related Services that New Story provides:

Occupational Therapy
Speech Therapy

2) Per Diem Tuition Rate for Such Services per student:

Daily Rate	$ 485
1:1 Staffing	$ 485 + $150/day

The fee shall be discounted by $10/day for each additional student that the District enrolls in Provider beyond the initial five (5) students and $20/day for each additional student that the district enrolls beyond the initial fifteen (15) students.

The Camphill School

2026-2027 ENROLLMENT CONTRACT

Between: THE CAMPHILL SCHOOL, INC.
1784 FAIRVIEW ROAD
GLENMOORE, PA 19343

And: – LOCAL EDUCATION AGENT ("LEA")

We, the LEA of Student, _____, in consideration of the admission of the Student to The Camphill School, Inc., (School), do hereby promise and agree as follows:

The LEA acknowledges it has and continues to have the obligation to provide and fund a free and appropriate public education to the student in accordance with the Individualized Educational Program ("IEP"). The LEA acknowledges that it has reviewed the School's program and believes that this program is sufficient and adequate for the School to implement the Student's IEP.

It is further acknowledged that the LEA has provided to Camphill all necessary and current IEPs, evaluations and other materials specific to the student and their needs. The LEA desires the School to provide, and the School has agreed to provide, the services set forth in the IEP to the Student on the terms described in this Agreement.

The LEA agrees that any Agreements entered into by the LEA with any other party pertaining to the Student, including with parents, state agencies or otherwise, and that related to the funding arrangements or any other matters shall be fully disclosed to the School in writing prior to the placement of the Student at the School or at such time any such Agreements are made if during the time of placement, by delivery of a copy of any such Agreements to the School. The LEA acknowledges that to the extent the School is not a party to any such Agreements, it is not bound to the terms. Moreover, the LEA agrees that the terms and conditions of the instant Agreement shall remain superior to terms in any such other Agreement.

ENROLLMENT TERM: All contracts are contracted for the full school year typically from September to June (10 months), or the remaining portion thereof, and are subject to the following terms and conditions. Any services provided during the summer months shall be the subject of a separate agreement between the parties.

(1) TUITION AND PAYMENT

Agency will be invoiced on the first of each month and payment is due within 15 days. Nonpayment of any overdue account shall be considered a material breach of the agreement and shall be grounds for dismissal of the student and/or declination for re-enrollment of the student.

(2) ABSENCES AND DISMISSAL

The Student's absence from the School shall not constitute a termination of the Student's enrollment nor reduce any amount which the LEA is obligated to pay hereunder without the School's prior written consent thereto.

No refunds are made for any absence from the School or for the temporary removal of a Student from School during and before the end of the school year. In the case of a permanent removal when the Student is withdrawn from the School during the school year, thirty (30) days written notice by the LEA is required prior to the permanent removal and payment of the full tuition for the month in which the student is withdrawn is due. When thirty (30) days' notice is not given, payment of the full tuition for the month in which the Student is withdrawn is due plus a penalty equal to one additional month's tuition. Upon withdrawal, all financial obligations to the School shall become immediately due and payable.

That the School reserves the right to dismiss the Student for the welfare of the Student, his/her peers, the staff, and/or the School; or if the Student's progress, in the judgement of the School, is unsatisfactory; and after a full explanation of all facts and in conformity with due process procedures which may be applicable. The date of dismissal shall be the date on which the Student leaves the School and in the event a Student is dismissed from the School, tuition shall be due and payable up to the end of the month during which the Student is dismissed.

(3) RELEASE AND IDEMNIFICATION

The LEA agrees and acknowledges that the School and its staff shall be considered the agents and servants of the undersigned local educational agency while performing the functions incident to caring for, educating and training the Student either on or away from the School premises, including out-of-state trips.

(3) RELEASE AND IDEMNIFICATION (Cont'd)

The LEA does hereby waive any claim or claims arising out of non-negligent actions or omissions which we may have against the School, its Board of Directors, officers, or staff by reason of personal injuries sustained by the Student, death, or damage, loss, or theft of the Student's personal property, hereby releasing the School, its Board of Directors and officers and its staff from any and all such actions, claims and damages. The LEA agrees to promptly provide notice to the School of any claims, adverse actions asserted by or on behalf of any student.

(4) AUTHORIZATION

The LEA shall, upon notice by the School, arrange for emergency medical and/or surgical services when required and to give or arrange for educational, developmental and/or psychological tests as may be needed for programming or required by law. Upon request from the LEA, the School may undertake these tasks and, in such instance, through this Agreement, the LEA agrees to remit payment of the School upon submission of invoicing.

IN WITNESS WHEREOF, intending to be legally bound, we, the Undersigned, have set our hands and seals below.

Approved and Accepted by:

THE CAMPHILL SCHOOL, INC.

Catherine Ripple
Signature, Camphill Representative

Catherine Ripple
Printed Name, Camphill Representative

Title Finance Administrator

Date 8/6/2026

_____
Signature, LEA / School District Representative

_____
Printed Name, LEA / School District Representative

Date _____

Address _____

City _____

State _____ Zip Code _____

Phone No. _____

The Camphill School does not discriminate on the basis of race, age, color, creed, gender, sexual orientation, national origin, ethnic origin, or disability.

The Camphill School

2026/2027 Rate Schedule
Approved by the Board of Directors 2/21/26

Effective September 1, 2026

Tuition			Rate		Period
Educational	$	72,000.00	$ 400.00	per diem	180 days
Residential	$	71,000.00	$ 277.34	per diem	256 days
Total Tuition	$	143,000.00			

5 Day Residential		
Educational	$	72,000.00
Residential - 5 Day	$	50,700.00
Total Tuition	$	122,700.00

Related Services	Rate	
Occupational Therapy	$ 150.00	per hour
Physical Therapy	$ 150.00	per hour
Language/Speech Therapy	$ 150.00	per hour
Group Therapy	$ 120.00	per hour
1:1 Aide	$ 250.00	per diem

Questions may be directed to: Katie Ripple
Finance Administrator
CRipple@camphillschool.org
610-469-9236 x126

Parkland School District
Title Projects
Final and Preliminary Allocations

Year		Parkland/ Non Pubs		Title II		Title III		Title IV	
		Parkland	Manarah Islamic	Parkland	-	Title III	Immigrant	Parkland	-
2026-2027	FINAL								
	PRE	$1,339,986.00		$196,840.00		$59,505.00		$111,464.00	
		$1,326,720.00	$13,266.00	$ 196,840.00	$ -	$59,505.00	$ -	$111,464.00	$ -
Year		Parkland/ Non Pubs		Title II		Title III		Title IV	
		Parkland	St Joe's	Parkland	St Joe's/JDS	Title III	Immigrant	Parkland	St Joe's/JDS/Lifespan
2025-2026	FINAL	$1,477,815.00		$227,837.00		$64,106.00		$111,463.00	
		$1,458,093.00	$19,722.00	$ 219,908.29	$6937.62/$991.09	$64,106.00	$ -	$107,584.00	$3,394/$485
	PRE	$1,478,260.00		$227,837.00		$64,106.00		$111,463.00	
		$1,458,532.00	$ 19,728.00	$220,063.48	$6801.83/$971.69	$64,106.00	$ -	$107,584.00	$3394/$485
2024-2025	FINAL	$1,493,329.00		$214,532.00		$63,628.00		$132,305.00	
		$1,485,996.00	$7,333.00	$ 204,751.06	$8405.50/$1375.44	$63,628.00		$127,396.48	$4218.26/$690.26
	PRE	$1,216,063.00		$263,637.00		$63,628.00		$132,305.00	
		$1,208,730.00	$ 7,333.00	$253,856.06	$8405.50/$1375.44	$63,628.00	$ -	$127,396.48	$4218.26/$690.26
2022-2023	FINAL	$1,367,421.00		$284,551.00		$66,201.00		$125,699.00	
		$1,344,456.00	$22,965.00	$ 271,475.10	$10781.88/$2294.02	$66,201.00	$ -	$120,301.00	$4451/$947

2022-2023	PRE	$1,409,273.00			$290,063.00			$62,434.00			$119,741.00	
		$1,386,308.00	$	22,965.00	$276,987.10	$10781.88/$2294.02		$62,434.00	$	-	$114,343.15	$4451/$947
2021-2022	FINAL	$1,167,106.00			$269,246.00			$62,189.00			$112,617.00	
		$1,157,654.00	$	9,452.00	$ 256,880.08	$10,483.52/$1,882.40		$62,189.00	$	-	$107,801.00	$4,083/$733
	PRE	$1,354,998.00			$288,896.00			$61,416.00			$112,552.00	
		$1,344,025.00	$	10,973.00	$276,530.08	$10,483.52/$1,882.40		$61,416.00	$	-	$107,735.00	$4,083/$733
2020-2021	FINAL	$955,430.00			$273,304.00			$59,008.00			$107,753.00	
		$939,908.00	$	15,522.00	$ 261,996.00	$9,564.75/$1744		$59,008.00	$	-	$103,121.00	$3917/$715
	PRE	$955,060.00			$273,817.00			$59,008.00			$107,753.00	
		$939,544.00	$	15,516.00	$262,508.00	$9,564.75/$1744		$59,008.00	$	-	$103,121.00	$3917/$715
2019-2020	FINAL	$930,637.00			$279,265.00			$58,455.00			$108,149.00	
		$916,523.00	$	14,114.00	$ 266,279.00	$11,223.99/$1,539.45 /$223.92		$58,455.00	$	-	$103,120.00	$4347/$596/$87
	PRE	$916,654.00			$275,545.00			$58,455.00			$108,149.00	
		$902,751.00	$	13,903.00	$262,732.00	$11,071.61/$1,518.55 /$220.88		$58,455.00	$	-	$103,120.00	$4347/$596/$87

Docusign Envelope ID: 2DD9EA78-C17B-8F45-81DA-A0627BCE53A4

Boyle

Boyle Construction
3850 Sierra Cir, Suite 400
Center Valley, Pennsylvania 18034
Phone: (484) 223-0726

Project: 25002.03 - Parkland SD Cetronia Bldg Demo Agency CM
3599 Broadway
Allentown, Pennsylvania 18104

Deduct Change Order #002: Credit for Alternate #1: SOD

CONTRACT COMPANY:	**Muschlitz Excavating** 615 Moorestown Drive Bath, Pennsylvania 18014	**CONTRACT FOR:**	2500203Prime1:Demolition/Sitework Contract
DATE CREATED:	5/19/2026	**CREATED BY:**	Eric Lapos **(Boyle Construction Inc.)**
CONTRACT STATUS:	Approved	**REVISION:**	0
REQUEST RECEIVED FROM:	Arthur Oakes	**LOCATION:**	
DESIGNATED REVIEWER:	Eric Lapos **(Boyle Construction Inc.)**	**REVIEWED BY:**	
DUE DATE:	05/22/2026	**REVIEW DATE:**	05/19/2026
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Client Request
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	0 days
FIELD CHANGE:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	($35,900.00)

DESCRIPTION:
CE #004 - Credit for Alternate #1: SOD
Credit for accepted Alternate #1 sod installation, in lieu of hydroseeding. Hydroseeding to be installed.

ATTACHMENTS:

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	02-4000-00.OTH Demolition.Other	Credit for Alternate #1: SOD	$(35,900.00)
		Grand Total:	**$(35,900.00)**

The original (Contract Sum)	$ 227,550.00
Net change by previously authorized Change Orders	$ 0.00
The contract sum prior to this Change Order was	$ 227,550.00
The contract sum will be decreased by this Change Order in the amount of	($35,900.00)
The new contract sum including this Change Order will be	$ 191,650.00
The contract time will not be changed by this Change Order.	

Boyle Construction
3850 Sierra Cir, Suite 400
Center Valley, Pennsylvania 18034

Signed by:

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5/19/2026

SIGNATURE **DATE**

Muschlitz Excavating
615 Moorestown Drive
Bath, Pennsylvania 18014

Signed by:

Nicholas Goffredo

7828E6F2F33F4F0...

5/19/2026

SIGNATURE **DATE**

Parkland School District
2619 Stadium Drive
Orefield, PA 18069

Signed by:

SIGNATURE **DATE**

Docusign Envelope ID: F80A4846-A45B-832D-8018-38977349CCAB

Boyle

Boyle Construction
3850 Sierra Cir, Suite 400
Center Valley, Pennsylvania 18034
Phone: (484) 223-0726

Project: 25002.03 - Parkland SD Cetronia Bldg Demo Agency CM
3599 Broadway
Allentown, Pennsylvania 18104

Deduct Change Order #003: Unused Allowance Credit

CONTRACT COMPANY:	**Muschlitz Excavating** 615 Moorestown Drive Bath, Pennsylvania 18014	**CONTRACT FOR:**	2500203Prime1:Demolition/Sitework Contract
DATE CREATED:	6/26/2026	**CREATED BY:**	Eric Lapos **(Boyle Construction Inc.)**
CONTRACT STATUS:	Approved	**REVISION:**	0
REQUEST RECEIVED FROM:	Arthur Oakes	**LOCATION:**	
DESIGNATED REVIEWER:	Eric Lapos **(Boyle Construction Inc.)**	**REVIEWED BY:**	
DUE DATE:	07/03/2026	**REVIEW DATE:**	06/26/2026
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Allowance
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	0 days
FIELD CHANGE:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	($23,200.00)

DESCRIPTION:
CE #005 - Allowance Credit
This Credit Change Order is being processed to credit all unused Allowance money from the Demo/Sitework Prime Contract.

ATTACHMENTS:

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	98-0001-00.OTH Allowance 1.Other	Credit of Unused Owner Allowance	$(23,200.00)
		Grand Total:	**$(23,200.00)**

The original (Contract Sum)	$ 227,550.00
Net change by previously authorized Change Orders	($35,900.00)
The contract sum prior to this Change Order was	$ 191,650.00
The contract sum will be decreased by this Change Order in the amount of	($23,200.00)
The new contract sum including this Change Order will be	$ 168,450.00
The contract time will not be changed by this Change Order.	

Boyle Construction
3850 Sierra Cir, Suite 400
Center Valley, Pennsylvania 18034

Signed by:

E2AFCC46D3D5425...

6/26/2026 | 11:17 AM EDT

SIGNATURE **DATE**

Muschlitz Excavating
615 Moorestown Drive
Bath, Pennsylvania 18014

Signed by:

Nicholas Goffredo

7838E6F2F33F4F9...

6/26/2026 | 11:14 A

SIGNATURE **DATE**

Parkland School District
2619 Stadium Drive
Orefield, PA 18069

Signed by:

SIGNATURE **DATE**

BOHLER

74 W. Broad Street, Suite 500
Bethlehem, PA 18018
610.709.9971

CONTRACT

March 19, 2026
Via Email

Parkland School District
1210 Springhouse Road
Allentown, PA 18014

Attention: Arthur Oakes

Re: Professional Engineering Services
Proposed Sanitary Replacement
2675 PA-309, Orefield, PA 18069
South Whitehall Township
Lehigh County
PAB260035.00

Dear Mr. Oakes:

Thank you for this opportunity for Bohler, LLC (Bohler or the Firm) to present the Contract to Parkland School District (Client) for Professional Engineering Services to be rendered in connection with the above referenced Project. As we understand, Parkland School District is proposing to develop the parcel with an expansion to Orefield Middle School, inclusive of parking and loading areas. The site will also contain site amenities and improvements inclusive of access roadways, landscaping, utilities and stormwater management facilities.

Bohler reviewed the following items and utilized and relied upon same in preparing this Contract.

- CAD file prepared by Ebert Engineering, which includes approximately 1,500 LF of sanitary sewer replacement.

The following planning assumptions were made in preparation of this Contract:

- The Firm assumes this Contract is for E&S purposes only, and does not include the design of any sanitary sewer or other utilities facilities.
- This Contract assumes the preparation of an E&S plan for construction purposes. The Firm assumes this plan will not be required to be submitted for review to the Municipality or the Lehigh County Conservation District..

The Firm's scope of services as defined within this Contract will be to prepare an E&S plan for construction purposes. For clarity, we have delineated our Firm's services more specifically as outlined in the following Phases:

PHASE 508: E&S PLAN

This phase will include the preparation of an E&S plan to be utilized for construction purposes. It is assumed that this plan will not be required to be submitted for review and approval to South Whitehall Township nor the Lehigh County Conservation District. If an application and permit is required, an addendum will be provided.

- **Soil Erosion/Sediment Control Plan** – This plan includes the interim soil stabilization methods and Best Management Practices (BMPs) to be utilized during construction, including measures such as rock construction entrances, silt fences/filter socks, seeding specifications and related Site features as required by the County Soil Conservation District as required for minimization of sediment transport from the construction Site.

PHASE 555: BID SUPPORT

This scope includes assisting the Client with support during the bid process. This includes review of project documents and RFI's, as well as attendance at one (1) pre-bid meeting.

PHASE 600: PROJECT ADMINISTRATION

During the Design Development Phases of the Project, various services may be requested by the Client. These include:

- Attendance at Development Team Meetings with Client and Client's Consultants. It is the understanding of the Firm that a project team meeting will be held once every three (3) weeks, for the duration of the project.
- Attendance at Staff meetings with Municipal Agents and Regulatory Agencies, as necessary.
- Coordination of plan information and communication with Client and Client's Consultants, as necessary.

As this scope is quite broad, we have provided a budget allowance that will be billed on a lump-sum basis. However, this allowance is an estimate only, based on experience with similar projects. If additional time for such work is requested, an addendum for additional budget will be required.

PHASE 700: CONSTRUCTION ADMINISTRATION

Professional Engineering Services related to construction administration and observation. The scope of these services is quite broad and thus a budgetary allowance has been provided, which will be billed on a lump sum basis. This allowance is an estimate only and is based on an assumed construction duration of 3 months. If additional time or services are required or requested above and beyond the scope and budget allowed for, then an addendum for additional budget will be required.

- Attend Client/owner/contractor pre-construction meeting.
- RFI's/Contractor coordination services, including general coordination with the Contractor. Services do not include plan revisions or permitting services related to Contractor RFI's. Bohler reserves the right to supplement this Contract with an amendment for services for such plan revisions or permitting services should they arise. It is understood that this will be subject to review and approval by the Client prior to Bohler proceeding with the work scope for additional services.

Bohler's general site observation will be to observe construction activities at the time of the requested site visit, only, to determine, in general, if the Work is being performed in a manner indicating that the Work, when fully completed, will be in general accordance with the Contract Documents. However, Bohler will not make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Bohler shall neither have control over nor charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibilities under the Contract Documents. It is assumed that the Client/owner shall contract for and provide all site inspection services.

PHASE 998: REIMBURSABLE EXPENSES

This Phase of the Contract will cover anticipated reimbursable expenses that may be required during the course of this Project. These expenses include, but are not limited to, postage, Federal Express, application fees, escrow fees, mileage, travel expenses, printing, plotting, etc. Since it is impossible to estimate the exact amount, or type, of reimbursable expenses that may be required for this Project, this Phase will be billed on a time and material basis.

In the event that the above conditions and assumptions are exceeded and further modifications or additional services are required, Bohler reserves the right to supplement this Contract with an Amendment for

Additional Services or Change Order. It is understood that this will be subject to Client's approval by the Client prior to Bohler proceeding with the work scope for additional services.

Miscellaneous Reimbursable Expenses:	
Postage & Printing Supplies	$Cost + 15%
Mileage Reimbursement*	$Per Current IRS Rate
Travel (Hotel, Airfare, Meals)	$Cost + 15%
Printing	$4.00/sheet
Computer Mylars/Color Plots	$20.00/sheet
Outside Services or Fees	$Cost + 15%
Photo Copies	$0.20/each
Color Photo Copies	$1.50/each

Rates are from portal to portal, which includes travel time.
* Mileage reimbursement subject to change based upon IRS standard mileage rate.

The Firm reserves the right to modify or increase its reimbursable expense rates once annually during the term of this Contract.

We estimate the fees for the subject Project and permitting services to be as follows:

	WORKSCOPE COST SUMMARY:	FEE:
PHASE 508	Design Document Preparation (E&S Only)	$ 4,000.00
PHASE 555	Bid Support	$ 1,500.00
PHASE 600	Project Administration	$ 2,500.00 (T&E NTE)
PHASE 700	Construction Administration	$ 2,500.00 (T&E NTE)
PHASE 998	Reimbursable Expenses	$ Time and Materials

After one hundred eighty (180) days, the Firm reserves the right to modify and/or increase the pricing described herein if this Contract is not accepted within such time period. Further, should the Client fail to authorize all Services detailed in this Contract in full within ninety (90) days of the issued date, the Client acknowledges that pricing for any Phase(s), or Scope of Service(s) that are not authorized is subject to change and/or an increase by the Firm.

Items not included in this Contract include but are not limited to:

- Plan Revisions Pursuant to Requests by Owner, Review Board, or Permitting Entities
- Surveying Services
- Private Utility Locating
- Legal Descriptions
- Tree Inventory Survey
- Tree Removal Plan
- Preparation of Hearing Exhibits
- Environmentally Related Permitting
- Environmental Impact Statements (other than included in scope)
- Geotechnical Engineering/Reports (other than included in scope)
- Structural Design/Detailing of Light Pole Foundations
- Utility Service Applications
- Underground Fire Line Design/Permitting
- Traffic Engineering
- DOT Highway Occupancy Permit Plans and access permits
- Off-site Roadway Improvements/Widening
- Off-site Detention
- Utility Extension Beyond the Parcel's Frontage
- Pump Station Design
- Inspection Services
- Irrigation Design
- Preparation, completion or processing of bank or lenders consents, certifications, assignments letters or agreements
- Preparation or signature upon payment applications, certifications, or similar documents
- Application Fees
- Responsibility for Job-Site Safety during construction
- Responsibility for means and methods during construction
- Demolition responsibility during construction
- As-built/Punch-list Walk-Through (unless the Client requests this and the Firm has agreed in writing to provide this service)
- Adjacent Property Owner Notifications/Mailings
- Subdivision Plan Phase
- Lot Consolidation Plan Phase
- Construction Documents
- Zoning Appeal
- Conditional Use Process
- PAG-02 General NPDES Renewal
- E&S Review by LCCD and/or Township
- Exhibits
- Full Land Development Process
- Landscape and Lighting Design
- ADA Accessibility Review
- Miscellaneous Reimbursable Expenses
- Act II Coordination
- Tank Closure / Removal Permitting
- School District Operations / Circulation Analysis
- Sanitary Sewer Replacement Design and/or Permitting
- Other Permits or Activities Not Specifically Identified Herein.

Invoices for Professional Services and expenses incurred shall be generated on a monthly basis and are due and payable upon receipt. Additionally, attached to this Contract are the Bohler, LLC "Standard Terms and Conditions" between our Firm and its clients. The attached Bohler, LLC "Standard Terms and Conditions" shall form a part of this Contract and are incorporated herein.

Thank you again for the opportunity to provide our Contract for Professional Services to be rendered to the Client on this Project. We look forward to continuing our relationship with your organization. If you have any questions or comments, or wish to discuss this Contract in further detail, please feel free to contact our office at your convenience.

Sincerely,

BOHLER,



Don Peters, P.E., Project Manager

This Contract may be executed by digital, facsimile. or electronic signature and such signature(s) will be fully binding and effective for all purposes and will be given the same effect as original signatures. Neither Party hereto may raise the use of e-mail or other electronic means, or the fact that any signature was transmitted through the use of an e-mail or other electronic means, as a defense to enforcement of this Contract or the attached Terms and Conditions. Client warrants and represents that its respective signatory who has signed this Contract below is, on the date hereof, duly authorized by all necessary and appropriate corporate action(s) to execute this Contract on Client's behalf.

By signing below, **Parkland School District** acknowledges and agrees to accept all provisions, terms, conditions, and promises set forth within the Contract and the attached, "Standard Terms and Conditions," which are hereby incorporated herein and made a part of this Contract.

ACCEPTED & AGREED TO:

PARKLAND SCHOOL DISTRICT

By: _____
(Arthur Oakes) *(date)*

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TERMS AND CONDITIONS

This document is incorporated in and forms a part of the Contract between **BOHLER, LLC** (the "Firm"), and **PARKLAND SCHOOL DISTRICT** (the "Client"), to which these Terms and Conditions are attached:

I. PROFESSIONAL RESPONSIBILITY – The Firm represents that it will perform the services described in the "Contract" attached hereto (the "Professional Services"), and in a manner consistent with and limited to that level of care and skill ordinarily exercised by comparable professional firms, under similar circumstances, at or near the same location, at the time the Firm performs the Professional Services. There are no other representations to the Client, either expressed or implied. The Firm does not guarantee approval of or a specific result from the preparation of any plans and/or documents submitted for review. The Firm will complete the Professional Services within a reasonable period of time consistent with applicable professional standards, subject to external parameters and delays and elements not within the Firm's control, however, the Firm is not responsible for the timeliness of the Client obtaining applicable approvals, permits, or the like. The Firm has no duty, obligation or responsibility to inspect, observe, comment, or report on the work of other contractors, vendors or material suppliers, or on conditions, of any nature whatsoever, which exist at, in, on, about, or near the project or property which is the subject of these Terms and Conditions and the Contract. The Firm has no duty, obligation or responsibility for the work and scope of services excluded in the attached Contract which exclusion includes, but is not limited to, responsibility for job site safety. The Firm shall meet the applicable standard of care which is in effect at the time the Firm performs its Services. The Firm shall perform the Professional Services in accordance with the requirements of applicable codes, regulations, and any current written interpretation of same which have been published, enacted and are in effect as of the date of this Contract. In the event of any changes in such codes, regulations or interpretations which occur at any time after the date of this Contract or during the course of the Project and which result in a substantive change or increase of or to the Professional Services, same is not included in the scope of the Professional Services described in the Contract and if Client desires that the Firm address those changes or interpretations, the Parties shall enter into an amendment or change order to provide for reasonable additional compensation to the Firm for the time and expense of addressing such changes. The following sentence is intended to make clear that the Firm is not responsible for any cost or expense that provides betterment, upgrade, or enhancement of or to the Project. The Client shall bear all costs of any and all changes that result in betterment to the Project, and same shall not be a basis for a claim against the Firm.

II. CLIENT RESPONSIBILITY – Client agrees to provide access and right of entry to the subject property for Firm's personnel and any equipment or materials necessary for the Firm to complete the Professional Services. Client further agrees to assist the Firm by providing to the Firm, promptly after the Firm's request, with all information pertaining to the Project which is the subject of the Contract, any Agreement regarding the Project, if one exists and is applicable, and any other documents or materials related to an Agreement or the Project or referenced therein (collectively the "Contract Documents"), and/or these Terms and Conditions, including, but not limited to, existing plans, surveys, recorded deeds, correspondence, reports, specifications, subsurface reports, easement information, and any other related items or information, thereby enabling the Firm to perform and complete Professional Services efficiently. Client certifies that it has obtained authorization for the Firm to use and rely upon all Contract Documents. The Firm is entitled to rely upon the accuracy of all Contract Documents. The Firm assumes no responsibility for errors and omissions that may or do exist in the data or related design plan that Client or Client's other consultants, contractors and professionals provided, and Client is solely responsible for same.

The Client acknowledges that the Firm has no ongoing maintenance or repair responsibilities related to the Professional Services or the Project, but rather that the Client is fully responsible for all ongoing and future maintenance and repair for any items, elements and/or features described or depicted in any plans, drawings, or specifications related to the Project. Plan notes and details, which are included on the plans that the Firm prepares, are part of the scope of Services in this Contract. The Client is fully responsible to ensure that the Client's contractors or professionals strictly follow and comply with the plan notes and details therein. In the event a conflict arises between the scope of Services described in this Contract and/or the plan notes and details, the plan notes and details take precedence with respect to the performance of the work and services described in the plan. The Firm recommends that the Client obtain and retain legal counsel to provide Client with legal and land use advice and guidance throughout the entirety of the Project. The Client authorizes the Firm to communicate with the Client's attorney, as needed. If, as part of the Firm's Services in this Contract, the Firm will provide testimony and assist in presentations at municipal meetings, note that the Firm cannot and will not provide legal representation or guidance at municipal meetings or at any other time, which must only be provided by Client's retained legal counsel. In the event legal issues are identified and conveyed to the Client, it is the Client's responsibility and/or the Client's legal counsel's responsibility to instruct the Firm as to how the Client will proceed with respect to said legal issue(s).

III. PAYMENT TERMS – The Firm agrees to perform the Professional Services and the Client agrees to pay the Firm for the Professional Services described in the Contract, without regard to the success or time of completion of the Project, but upon the Firm's completion of the Professional Services and invoicing Client for same. The Firm shall generate Invoices for Professional Services and expenses, monthly. Payment for Invoices is due immediately upon Client's receipt of an Invoice and, in no event, later than thirty (30) days of mailing of an Invoice (the "Due Date"). If Client fails to pay an Invoice on or before the Due Date, the Firm reserves the right, three (3) days after the Firm delivers written notice to Client of said delinquency, to: 1) immediately cease all Professional Services; and 2) to pursue any and all remedies against Client. Client shall fully indemnify, release, and hold the Firm harmless from and against any and all damages of any nature and kind whatsoever, without limitation, that result in whole or in part, from Firm's cessation of its Professional Services as described herein. Additionally, if Client fails to meet its payment obligations to the Firm required hereunder, the Firm may, at its discretion, use or apply a Client retainer for any project to satisfy monies the Client owes to the Firm on this Project or any other project. Should Client authorize the Firm to utilize Client's credit card to pay for invoices, services and/or reimbursable expenses, Client authorizes the Firm to also charge the Client's Credit Card the Credit Card Company's/Vendor's fee, charge or surcharge for the amount charged, as long as same is permitted under applicable law.

In the event the Firm commences a legal action or pursues a claim of any kind or any collection effort against Client for an unpaid Invoice(s) or portion of same (collectively "Claim"), the Client agrees that it shall, in addition to owing the Firm for principal and interest in the amount of one percent (1%) per month commencing on the Due Date, also reimburse and be liable to the Firm for all collection costs, including but not limited to, court costs, reasonable attorneys' fees, staff time, administrative time, in-house counsel time, and any other related expenses in connection with the Firm's pursuit of a Claim (collectively "Collection Fees"). In the event the Firm possesses a Client retainer, the Firm may, at its option, apply monies paid as a retainer to the Firm's Final Invoice or to any Invoice or delinquent Invoice(s), at any time, and Client specifically acknowledges and agrees to the Firm's right to do so. Once the Firm has been paid for all Professional Services, expenses and Collection Fees, the Firm shall refund any remaining retainer to the Client, after Client's request. Billing rates for Professional Services shall be those rates that are in effect when the Firm renders the Professional Services. The Firm reserves the right to modify or increase its billing rates and reimbursable expense rates during the term of this Contract.

Client shall provide the Firm with written notice of any disputed charge(s) on or before the Due Date for an Invoice (the "Dispute Notice"). If Client fails to provide the Dispute Notice as required herein, Client agrees that it is specifically waiving all rights to dispute said Invoice and any charges contained therein. If Client delivers the Dispute Notice to the Firm on or before the Invoice's Due Date, Client must pay the invoiced amount to Firm, minus the disputed amount, by the Invoice Due Date. Client shall not withhold amounts not disputed. The Dispute Notice must set forth, in specific detail, all bases and reasons for Client disputing said Invoice. Any bases and reasons that Client fails to include in the Dispute Notice are automatically and permanently waived. The Firm and Client shall attempt, in good faith, to promptly resolve disputed Invoices. If any dispute is subsequently resolved or settled in the Firm's favor, then the Client shall pay the disputed amount previously withheld within ten (10) days of such resolution (or settlement) in Firm's favor, including interest at the rate of one percent (1%) per month commencing on the Due Date for said Invoice through the date the Client pays said Invoice and all Collection Fees. If the dispute is subsequently resolved or settled in Client's favor, the Firm shall issue a credit on Client's subsequent Invoice for the disputed amount resolved or settled in Client's favor.

IV. INDEMNIFICATION – Client and the Firm

A) THE FIRM TO CLIENT: The Firm hereby agrees to indemnify and hold the Client and its current and future owners, officers, directors, members, shareholders, parent corporations, subsidiaries, related entities, affiliates, and employees harmless from, against and for third party: losses, injuries, damages, claims, actions, causes of action, demands, liabilities, judgments, expenses, or the like, including reasonable attorney's fees and reasonable litigation costs (collectively "Damages"), which are directly and proximately caused by the Firm's or the Firm's employees, agents or subconsultant's negligent error(s) and/or omissions(s) in providing the Professional Services in accordance with this Contract; provided, however, that the Firm's obligation and liability hereunder shall not exceed the percentage which the Firm is found liable and responsible for said Damages and further shall not exceed the amount of insurance coverage the Firm maintains. The Firm's liability for reasonable and necessary defense costs incurred by indemnified persons or parties shall be

limited to the proportionate extent caused by the negligent acts, errors or omissions herein and recoverable under applicable law as a direct and proximate result of the negligence. It is agreed that Firm's liability for any claim for damages, cost of defense, Firm indemnification obligation, Firm hold harmless obligation, or expenses which the Client or any third party may or does assert against the Firm for or as related to any and all design defects, errors, omissions, breach of contract, negligence and/or professional negligence shall be limited to $50,000 or two times (2X) the total compensation received by the Firm for the specific Proposal or Work Order in question, whichever is greater. Under no circumstances shall the Firm be liable for extra costs, indirect damages, consequential damages or other consequences due to changed conditions or for costs related to the failure of the contractor or material men to install work in accordance with the plans and specifications. The limitation of liability described above to $50,000 or two times (2X) the amount of the Firm's fee for a Proposal or Work Order is a specifically bargained-for provision of this Contract and these Terms and Conditions, reflected in the Firm's fees. After Client's request, the Firm will provide confirmation to the Client of the Firm's insurance coverage regarding professional liability and commercial liability coverage. The Firm's liability for reasonable and necessary defense costs incurred by indemnified persons or parties shall be limited to the proportionate extent caused by the negligent acts, errors or omissions herein and recoverable under applicable law as a direct and proximate result of the negligence.

B) CLIENT TO THE FIRM: Client hereby agrees to indemnify and hold the Firm, and its current and future owners, officers, directors, members, shareholders, parent corporations, subsidiaries, related entities, affiliates, agents, servants, employees, consultants, and subconsultants (collectively "The Firm Parties") harmless from, against and for all Damages, deriving out of, for or in any way related to any third party claim or loss of and/or for damage to person(s) (injury or death), and/or to property including, but not limited to, the Project, and/or injuries to or death of or to any and all persons, including injury or death to The Firm Parties or third parties, or damage to the Firm's property (the foregoing indemnification language shall collectively be referred to herein as "Indemnification Protection"). The Indemnification Protection includes any injury, death or damage, as more fully described above, which is caused by or results from Client's breach and/or violation of either these Terms and Conditions, the underlying Contract, and/or the Contract Documents, and/or the Client's negligence, action(s) and/or omission(s). Client, as used in this Article IV B, includes the Client's agents, servants, employees, subcontractors, anyone or entity for whom Client is responsible and/or anyone acting by, through, on behalf of, or under the Client.

V. OWNERSHIP OF DOCUMENTS –All reports, field data, data, notes, plans, calculations, estimates, drawing documents and other work and items which Firm creates or prepares, either in electronic format or otherwise (collectively "Firm Materials"), are instruments of service and shall remain the Firm's property. Upon Firm's receipt of payment in full for all Professional Services and expenses related to the Firm's creation of the Firm Materials or as required hereunder, the Firm shall convey to the Client a nonexclusive license to use the Firm Materials for the sole purpose of completing the work for the Project identified in the Contract. Client agrees that it shall immediately return to the Firm, upon Firm's demand, all Firm Materials which the Firm furnishes to the Client or Client's agents, servants, employees, subcontractors, any person or entity for whom Client is responsible and/or anyone acting by, through or under Client (collectively "The Client Parties") which are not fully paid for, and that same will not be used for any purpose other than to complete the Project, other phases of the Project for which Firm prepared the Firm Materials, or any other project, whatsoever. During the time period when Firm is performing the Professional Services, the Firm will retain all pertinent records related to the Professional Services and the Firm Materials. Proprietary information and the Firm's intellectual property including, but not limited to, the Firm's layering process for Plans (collectively "Proprietary Information"), are not included within the phrase Firm Materials and shall, without exception, remain the Firm's property and the Firm shall retain all ownership rights and interests to the Proprietary Information under all circumstances, and without limitation. Consistent with the above, however, if the Firm has been terminated from the Project, or either party has terminated this Contract, any other design professionals must remove or obliterate any seal of the Firm, or other identifying mark or reference, from any Firm Materials used by such design professionals and affix such design professional's own seal or other identifying mark or reference, to any such work products, as well as on any drawings based upon the Firm Materials.

The Client agrees not to transfer, send, share, copy, convey or provide the Firm Materials to any individual or entity without the Firm's prior written consent and without executing the Firm's Standard Indemnification and Hold Harmless Agreement in the Firm's favor. The Client further covenants and agrees to waive any and all claims, actions, demands and causes of action, whether legal, equitable or otherwise, of every nature and description, that the Client has, had or may have against the Firm related to or resulting in any way either from the Client's unauthorized changes to (however small) or reuse of the Firm Materials for any other project, any other phase of the current Project, or any purpose by anyone other than the Firm (collectively "Misuse").

The Client agrees, to the fullest extent permitted by law, to indemnify, defend, and hold the Firm and The Firm Parties harmless from any and all claims, damages, losses, injuries, injury to property, injury to person, lawsuits, actions, causes of action, third party action(s), and the like and for all costs and expenses, including but not limited to, court costs, reasonable attorneys' fees, collection fees, staff time, administrative time, in-house counsel time, and any other related expenses (collectively "Claims, Damages and Costs") arising from or in any way related to Client's Misuse of the Firm Materials, changes made by anyone other than the Firm to the Firm Materials, use of the Firm Materials in spite of the Client's failure to meet its payment obligations to the Firm hereunder, or from any reuse of the Firm Materials without the Firm's prior written consent. Client agrees that the Firm shall not be liable for any damage, injury to or death of persons, or damage to property of Client or any other person or entity, from any cause whatsoever, arising from or in any way relating to Client's Misuse or reuse of the Firm Materials, changes made by anyone other than the Firm to the Firm Materials, or from any reuse of the Firm Materials without the Firm's prior written consent, the requirement of writing cannot be waived. The Firm is permitted to use the Project, including but not limited to using the Client's name, in its marketing materials.

VI. REVOCATION OF CERTIFICATION OR STATEMENTS – The Firm shall have the right to revoke any certification, statements, professionally sealed documents or plans (the "Firm's Documents") either if the Firm is made aware of the unauthorized or prohibited use of same by the Client, The Client Parties or any others, or based upon Client's failure to pay Invoices by the Due Date. The Client assumes the risk of any and all damages, injuries, claims and/or actions that result from the unauthorized use of the Firm's Documents as described in this Article VI.

VII. CLIENT'S UTILITY AND SUBSURFACE RESPONSIBILITIES OBLIGATIONS - The location of existing utilities to be shown on plans may be developed from a combination of: the appropriate jurisdiction's "One Call System," existing utility records, plans prepared by others, above ground examinations on site and other materials and information. Accordingly, the completeness or accuracy of the precise physical location and depth of any and all features and/or utilities are not within the scope of Services contained in the Contract. The Owner and Client shall use sufficient quality levels of subsurface utility engineering to properly determine the existence and position of underground facilities when designing complex projects. Should new construction be proposed, the Client is solely and completely responsible, in consultation with Client's other professionals, consultants and contractors, for verifying the physical location and depth of all utilities before the start of any construction. The Firm recommends that the Client engage a subsurface utility engineering company, preferably during the design phase, but no later than the bid phase for the work related to utility installation, to physically locate existing underground utilities when construction is proposed in the vicinity of or anywhere near the existing utilities. If the Client decides not to engage a subsurface utility engineering company, then the Client accepts full and sole responsibility for design, redesign, delays and/or damage from utility conflicts that may or do occur during construction and all costs related to same.

VIII. TERMINATION – Client may terminate the Contract if the Firm fails to substantially perform under the Contract, after five (5) business days' written notice to the Firm and an opportunity for the Firm to cure during that time period. Either party may terminate this Contract for convenience after three (3) business days' written notice to the other party of said intention. The Firm may terminate the Contract if the Client (a) commits a material breach or material default in the performance or observance of any of its obligations under this Contract, and (b) such breach or default continues for a period of five (5) business days after delivery by the Firm or written notice detailing such breach or default. If the Client's breach or default relates to its payment obligations under Article III, the Firm shall have the right to terminate all contracts and work with the Client subject to the same notice and cure procedures outlined in this Article VIII. The Firm may terminate this Contract for convenience after ten (10) business days' written notice to the Client of said intention. In the event either party terminates the Contract for any reason, the terminating party must provide the other party with written notice which describes in detail, the reasons, to the extent they exist, for the termination, and Client shall pay the Firm for all Professional Services the Firm has performed and all expenses the Firm has incurred up through and including the termination date. The effective termination date is the third business day after the date the notice of termination is delivered, as described below in Article XVI.

IX. ASSIGNMENT – This document is binding upon the parties, their successors, representatives, employees, agents, servants and assigns. The Client shall not assign or transfer this document or any interest herein or obligation hereunder without the Firm's prior written consent, which consent shall not be unreasonably withheld. The Firm may assign or transfer this document,

the attached Contract or any interest herein to any "Affiliate" of the Firm. The Firm may, without the Client's consent, subcontract any portion of the Professional Services hereunder or under the Contract.

X. **NO WAIVER** – The failure of either party to insist, in any one or more instances, on the strict performance of any provisions of the Contract or these Terms and Conditions, or the failure of either party to exercise any right, option or remedy hereby reserved and/or provided under the applicable law, shall **not** be construed as a waiver of any such provision, right, option or remedy, or as a waiver of a subsequent breach. The Firm's consent or approval of any act by the Client requiring the Firm's consent or approval shall not be construed to waive or render unnecessary the requirement for the Firm to consent or approve any subsequent, similar act by Client. No provision of this document shall be deemed to have been waived unless such waiver shall be in writing and signed by the party to be charged with waiver.

XI. **NON-SOLICITATION** – Client agrees not to solicit, recruit or hire any employee of the Firm or any of the Firm's affiliated entities (which includes any entity with "Bohler" in its name) both during the term of this Contract and for at least one (1) year after the termination or expiration of this Contract (regardless of the cause of the termination or expiration).

XII. **EXERCISE OF REMEDIES** – The parties to this document agree that the Firm's exercise of any one or more of the remedies set forth in these Terms and Conditions shall, at the Firm's option, constitute an exercise of the same remedy or remedies under any contract with Client. The parties agree that the Firm can terminate or suspend work under any contract with Client or entity with common ownership with Client, if Client violates this Contract and/or these Terms and Conditions. Further, either party's exercise of any remedy hereunder or otherwise, shall not preclude that party from exercising other remedies which it is permitted to exercise under the law. The remedial right available to either party regarding the Contract or these Terms and Conditions may be exercised simultaneously, cumulatively, or alternatively as may be necessary or appropriate to enforce such party's rights.

XIII. **CONSEQUENTIAL DAMAGES AND LIABILITY** – The Firm shall not be liable to the Client for consequential damages under any circumstances including, but not limited to, as a result of the Firm's termination of the Contract pursuant to Articles VIII and/or XII, hereunder. No principal, officer, owner, shareholder or employee of the Firm shall have personal liability for actions taken in the performance of Services under this Contract.

XIV. **SEVERABILITY AND TITLES** – The provisions of the Contract and these Terms and Conditions shall be severable, and if any provision of either shall be determined by any court of competent jurisdiction to be invalid, such determination shall not affect or invalidate the remainder of these Terms and Conditions or the Contract. The titles given to the Articles in this document are for ease of reference, *only*, and shall not be relied upon or utilized for any other purpose. Where any language in this Contract and/or these Terms or Conditions conflicts or is inconsistent with the state-specific changes, the state-specific changes shall control.

XV. **THIRD PARTIES** – Nothing contained in this document and/or the Contract shall create a contractual relationship with or cause of action in favor of any third party against the Firm, The Firm Parties, or the Client.

XVI. **NOTICES** – Whenever in this document, or the Contract, written notice or demand is required or permitted, such notice or demand shall be deemed to have been given to, delivered or served upon the party intended to receive the same if such notice is in writing addressed to that party at the address identified in the Contract, and sent or delivered either by (i) Registered or Certified Mail, return receipt requested, postage prepaid; (ii) Federal Express or such other nationally recognized commercial, overnight, receipted delivery service; or (iii) hand delivery. Legal Counsel for any party hereto shall be entitled to give any notice for such party. The date of delivery of any notice provided for herein shall be the date after the date of deposit to the overnight delivery service, or two days after the deposit if sent Certified Mail, return receipt requested, or the date of actual delivery if hand-delivered, unless said date falls on a weekend or legal holiday and then the date of delivery shall be the first non-holiday and non-weekend as outlined above. The person and place to which notice may be given may be changed from time to time by the Client or the Firm, upon written notice to the other, effective five (5) business days after delivery of such notice.

XVII. **ENTIRE AGREEMENT** – This is a complete agreement. Each party hereto acknowledges its full understanding of, and agreement with this document and, further, the parties agree and acknowledge that there are no verbal representations, promises, understandings or agreements in connection herewith, other than as contained in the Contract, that are not incorporated herein. All previous negotiations and agreements between the parties are merged into this document which, along with the Contract, fully and completely expresses the entire agreement between the parties hereto. The terms of this document may only be modified by a writing, signed by the parties hereto. The parties agree that the Contract and these Terms and Conditions have been mutually drafted and authored by both parties and that the Contract and these Terms and Conditions shall not be construed against any one party hereto.

XVIII. **FORCE MAJEURE** – The Firm shall not be responsible for its performance, delays, damages and the like hereunder and shall be excused from same for any failure or delay in the Firm's performance of its obligations hereunder arising or caused directly or indirectly by forces or events beyond its control including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, catastrophes, acts of God, interruptions, loss or malfunctions of utilities, communications or computer hardware and/or software or any other causes beyond the Firm's control.

XIX. **VENUE and GOVERNING LAW** – Any claims, actions, controversies, disputes, or the like, must be brought in the Federal or State County Court where the Firm is located, as indicated in the Contract. The parties hereto understand, agree and acknowledge the above constitutes a waiver of a right that the parties might otherwise have to bring a claim, action, etc., in any other venue, jurisdiction or location. This document shall be deemed to have been made in and shall be governed by and construed in accordance with the laws of the State where the Firm's principal place of business is located, as indicated in the Contract. Any applicable statutes of limitations shall begin to run no later than the substantial completion of the Firm's Services.

BOHLER

Billing Information Form

Client Name: _____

Bohler Project Number: _____

Invoice to be submitted via: _____ US Mail or _____ Email (Please check one)

Please provide the billing address to be listed on the invoice:

Bill to: _____ cc: _____

_____ _____

_____ _____

Attn: _____ Attn: _____

Email Address for Invoice Submission: _____

Please note if our invoices need to be submitted by a specific day of the month to meet your billing cycle:

_____

Please provide the contact for payment collection/follow up:

Contact Name: _____ Secondary Contact Name: _____

Email: _____ Email: _____

Phone: _____ Phone: _____

Fax No.: _____ Fax No.: _____

Additional Payment Options:

EFT: Please send contact information to: _____

ACH/WIRE: Please send contact information to: _____

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Bohler, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . P

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) n/a

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) n/a

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

12825 Worldgate Dr, Suite 700

6 City, state, and ZIP code

Herndon, VA 20170

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

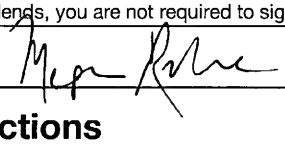
9	9	-	5	0	8	6	9	8	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person**  **Date** 01/02/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

BOHLMAN-01 KSUTTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/29/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279 E-MAIL ADDRESS: admin@amesgough.com
INSURED Bohler, LLC Bohler Engineering, P.C. 74 West Broad Street Suite 500 Bethlehem, PA 18018	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Charter Oak Fire Insurance Company A++ (XV) — 25615 INSURER B : Travelers Indemnity Company of Connecticut A++ (Superior) — 25682 INSURER C : Travelers Property Casualty Company of America, A++, XV — 25674 INSURER D : Travelers Indemnity Company, A++, XV — 25658 INSURER E : Berkshire Hathaway Specialty Insurance Company (A++XV) — 22276 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			P-630-8F12215A	5/1/2026	5/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 10,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			810-9M83192A	5/1/2026	5/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CUP-C5144960	5/1/2026	5/1/2027	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below			UB-4K306265	5/1/2026	5/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liab.			47-EPP-340882-02	5/1/2026	5/1/2027	Per Claim	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability Aggregate Limit: $10,000,000

Reference: Bohler Job# PAB260035.00 - 2675 PA 309, Orefield, PA 18069

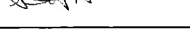
CERTIFICATE HOLDER

Parkland School District
1210 Springhouse Road
Allentown, PA 18104

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Orefield Middle School Construction Update

COMPLETED LAST MONTH

- Completed demolition activities in renovation areas
- Completed framing of new wall layouts
- Installed mechanical, electrical, and plumbing rough-ins
- Completed floor leveling and substrate preparation
- Installed insulation in renovated spaces

CURRENT ACTIVITIES

- Drywall installation and finishing
- Tile installation
- Painting activities throughout the renovated areas

UPCOMING WORK

- Ceiling grid installation
- Plumbing fixture installation
- Toilet partition installation
- Aluminum storefront and glazing
- Electrical device trim-out
- Final painting and touch-up work
- Flooring installation
- Final inspections, commissioning, and punch list activities









SCHEDULE UPDATE

The project remains on schedule. Construction started July 6th, 2026 Substantial Completion is anticipated on August 21, 2026, with Final Completion on September 25, 2026. During demolition and investigation activities, unforeseen utilities were encountered within existing walls and beneath the slab. The project team worked collaboratively with the design team and owner to address these conditions while maintaining the overall project schedule. At this time, the primary remaining challenge is the compressed schedule associated with summer construction activities. Following Substantial Completion, the only anticipated remaining scope will be installation of convectors, and doors and hardware (temporary doors will be in place for the start of school), which are currently impacted by long lead times and are expected to be completed before Final Completion.

Phone:
Fax:

SUBCONTRACT CHANGE ORDER AUTHORIZATION

To Subcontractor:
Watts Services LLC
5735 Township Line Road
Pipersville, PA 18947

Date: 7/27/26
Authorization Number: 1
Owner Change Order Number: OC-003

Project: C924017 CMA Parkland Vision 2030 (High School)

Subcontract Date: 1/29/2026
Subcontract Number: C924017001-10609
Description: Watts: Sitework & Landscaping

Details: *Replace 24" storm sewer pipe with 30" storm sewer pipe between inlet F9 and F10 per RFI 126.*

The Subcontract is changed as follows:

PCO	Date	Phase	Description	Amount
3	7/27/2026	00.320000.00.	Existing pipe was shown as a 30" pipe. During construction it was found to be 24" pipe. Per RFI 126, the 24" pipe will not be adequate.	$140,663.10

Total **$140,663.10**

The original Subcontract Price was	**$5,324,204.00**
Net Change by previously authorized Change Orders	**$0.00**
Revised Subcontract Price prior to this Change Order was	**$5,324,204.00**
The Subcontract Price will be increased by this Change Order in the amount of	**$140,663.10**
The new Subcontract Price including this Change Order will be	**$5,464,867.10**

Note: For bonded subcontracts, if the change order amounts exceeds 15% of the current subcontract value, consent of surety is required.
All other terms and conditions of the original subcontract are unchanged and also apply to this change order.

CM Agency - Subcontracts — Alvin H Butz, Inc

Andrew Hartenstine, Project Manager — 7/29/26
Signature **Date**
Printed Name and Title

Parkland School District
OWNER

Signature **Date**
Printed Name and Title

Watts Services LLC
SUBCONTRACTOR:

Signature **Date** 7/28/26
James Watts member
Printed Name and Title

ARCHITECT
Jamie Bortz — Digitally signed by Jamie Bortz DN: C=US, E=jbortz@alloy5.com, O=Alloy5 Architecture, CN=Jamie Bortz Date: 2026.08.03 09:14:50-04'00' — 8/3/26
Signature **Date**
Jamie Bortz, Senior Project Manager
Printed Name and Title

Watts Services
5735 Township Line Rd.
Pipersville, PA 18947

June 24th 2026

Change Order Request #9- Butz

Project: Parkland HS Additions and Renovations					***Subtotal***	***Labor***	***Material***	***(10% Labor) (5% Material) P&O***
Sawcut Road	LF	350	$ 8.00	$	2,800.00	$ 2,800.00		$ 280.00
Remove & Dispose Ex. 24" HDPE	LF	304	$ 16.00	$	4,864.00	$ 4,864.00		$ 486.40
Remove and Replace Inlet Box with 4x4	EA	1	$12,000.00	$	12,000.00	$ 6,000.00	$ 6,000.00	$ 900.00
30" HDPE	LF	304	$ 135.00	$	41,040.00	$ 20,520.00	$ 20,520.00	$ 3,078.00
Remove Spoils to Basin Area	CY	518	$ 14.00	$	7,252.00	$ 7,252.00		$ 725.20
Temporary Full Depth Asphalt Patch	SY	190	$ 75.00	$	14,250.00	$ 7,125.00	$ 7,125.00	$ 1,068.75
Full 2A Stone Backfill- 200 LF @ 9'	TN	925	$ 50.00	$	46,250.00	$ 23,125.00	$ 23,125.00	$ 3,468.75
Bollard Removal & Disposal	EA	4	$ 500.00	$	2,000.00	$ 2,000.00		$ 200.00
Total:				***$***	***130,456.00***	***$ 73,686.00***	***$ 56,770.00***	***$ 10,207.10***

Labor:	$	73,686.00
Materials:	$	56,770.00
P&O:	$	10,207.10
Total w/P&O	**$**	**140,663.10**

Phone:
Fax:

SUBCONTRACT CHANGE ORDER AUTHORIZATION

To Subcontractor:
Szoke Brothers Inc
8649 Paint Mill Rd
Slatington, PA 18080

Date: 7/26/26
Authorization Number: 2
Owner Change Order Number: OC-002

Project: C924017 CMA Parkland Vision 2030 (High School)

Subcontract Date: 1/16/2026
Subcontract Number: C924017001-24355
Description: Szoke: Early Steel and Misc. Metals

This Change is for 'upsized' structural steel column shafts in Addition areas "F" and "D/E 1" as per revised drawings Bulletin #3 dated 3/24/26. A total of 13 new columns were required. Refer to backup for additional details.

The Subcontract is changed as follows:

PCO	Date	Phase	Description	Amount
2	6/22/2026	00.051200.00.	Upsized Column Shafts	$211,861.00

Total **$211,861.00**

The original Subcontract Price was	**$3,715,190.00**
Net Change by previously authorized Change Orders	**$354,985.00**
Revised Subcontract Price prior to this Change Order was	**$4,070,175.00**
The Subcontract Price will be increased by this Change Order in the amount of	**$211,861.00**
The new Subcontract Price including this Change Order will be	**$4,282,036.00**

Note: For bonded subcontracts, if the change order amounts exceeds 15% of the current subcontract value, consent of surety is required.

All other terms and conditions of the original subcontract are unchanged and also apply to this change order.

CM Agency - Subcontracts — Alvin H Butz, Inc

7/28/26
Signature **Date**

Andrew Hartenstine, Project Manager
Printed Name and Title

Parkland School District
OWNER

Signature **Date**

Printed Name and Title

Szoke Brothers Inc
SUBCONTRACTOR:

7-28-2026
Signature **Date**

LUKE T SZOKE VICE PRESIDENT
Printed Name and Title

ARCHITECT
Jamie Bortz
Digitally signed by Jamie Bortz
DN: CN=Jamie Bortz, O=Alloy5 Architecture
Date: 2026.08.03 09:18:01 -04'00'
8/3/26
Signature **Date**

Jamie Bortz, Senior Project Manager
Printed Name and Title

Parkland High School: Additions and Renovations

ALVIN H. BUTZ CONSTRUCTION MANAGER

AHB Job No. 0924017
3/25/2026
Revised 4/8/26
Now includes Bulletin #3 dated 3/25/26
4/20/26 - per actual mill orders
5/7/26 - Mtg w/ PSD & CHA

Cost Comparision / History: New Column Shafts vs Doubler Plates

Current cost to Parkland as a result of Design Change/Ommission:	$	211,861
Cost to Parkland if Design was correct at Bid Time:	$	137,258
Delta	$	74,603

Steel erection was originally planned for early summer, and is now anticipated from late September through mid-December.

	lbs	$	
Original Mill Order	**963,092**	$	892,327
Revised Mill Order (per IFC)	**976,025**	$	**909,828**
Mill Order per Bulletin#3	**72,520**	$	89,681

Includes mill increase + upsized members. Szoke not charging for mill increase due to contract language.

1 **Initial Changes from Bid Set to Issued for Construction (IFC) Set:**
Per RFI #11 - columns & baseplates were upsized from initial bid set to IFC Set. Changes were documented in RFI #11 response and subsequent Bulletin #1.

Steel revised from Bid Set to IFC Set original order:

	lbs
W24x76x35'	2660
W16x67x40'	2680
W12x106x35	3710
W12x87x35' (Qty 3)	9135
Total lbs	18185

This steel was revised prior to initial mill order. Steel not ordered.

2 **Update per 3/19/26 On-Site meeting w/ PSD, Alley 5, CHA, Szoke, Butz:**

These design corrections to the steel columns has forced a rearrangement of the construction work flow. The team explored 3 options and the following is best solution:

Unused Steel from IFC due to Bulletin #3 — lbs

This steel was released and now voided by **Bulletin#3**

2A **Area G:** Per Bulletin #3 dated 3/24/26
Doubler plates (one-sided) with fillet welds accepted to be used in Area G, since mill order already placed and new column shafts not available until late summer. This would have significant schedule impact to wait for new columns.

42595 $ 39,187

Cost = $0.92/lb

2B **Area F:**
Due to quantity and increased column sizes needed, recommended to order new larger columns (11 columns). Schedule will be adjusted and Area F will be pushed back in the sequence of construction. With doubler plate option, nearly $100k would be spent on shop labor and have potential for future unknown erection tolerance and quality issues.

2C **Area D/E1:**
Most cost efficient is to order one new column for this area (Café expansion).

	1		2A	2B	2C	TOTALS FOR DOUBLERS / NEW COLUMNS	
	Bid Set to IFC Changes	Upsized Columns vs Doublers	Area G	Area F	Area D1/E		
	Per SBI CO#2 / RFI#11		Per SBI CO#2 / Bulletin#3	Per SBI CO#2 / Bulletin#3	Per SBI CO#2 / Bulletin#3		
		Original Weight (tons) per IFC Set	*18.32 (N/A)*	*29.78*	*1.39*	*49.49*	
		Added weight (tons) per Bulletin#3	2.47 (N/A)	*36.26*	*0.84*		
				Area F			
				W12x 96 35 7360 1.68 $2			
				W12x 170 35 9650 3.325 $2			
				W12x 210 35 7210 3.675 $2			
				W12x 136 35 4760 2.38 $2			
				W12x 190 35 6650 3.325 $2			
				W12x 230 35 8050 4.025 $2			
				W12x 136 35 4760 2.38 $2			
				W12x 230 35 8050 4.025 $2			
				W12x 152 35 5320 2.66 $2			
				W12x 230 35 8050 4.025 $2			
				W12x 136 35 4760 2.38 $2			
				72520 36.26 $165,540			
				Area D/E1			
				W8x 48 35 1680 0.84 $2			
						$3,360	
		If design was correct at bid time - $1.05/lb) ADD:	$ 3,497	$ 76,146	$ 1,764	$ 83,097	*WF Material Only*
	Includes Bulletins #1						
	$ 47,577	New Columns Cost	$ 83,360	$ 160,437	$ 3,847	$ 211,861	
		Doubler Plates	$ 42,330	$ 166,525	$ 5,328		
				**includes 25% for erection/ tolerance issues*			
		Quantity	8 doubler plates		1 location	Total Amount for CO#2	

SUMMARY: 8 Doubler Plates Added (via allowance). F & D/E1 have upsized columns - This CO.

Change Order for this amount - Areas F & D/E 1

Included here for completeness:
Area H
Not included in this

$ 354,985

Breakdown:						
Material		Plate Material				
Wide Flange (per Mill Order)	$ 2,888	$ 4,088	$ 145,040	$ 3,360	$ 155,374	
Base Plates	$ 19,487				$ 19,487	
Anchor Rods	$ 1,007				$ 1,007	

Shop Dwgs	$	1,680		$	12,040	$	2,100	$	105	$	15,925		
Shop Labor	$	13,680		$	23,360	$	5,400	$	190	$	42,630		
Field Labor	$	5,920								$	5,920		
5% markup	$	1,549		$	806	$	7,357	$	173	$	9,885		
10% markup	$	1,368		$	2,336	$	540	$	19	$	4,263		
Total Change	$	47,577		$	42,630	$	160,437	$	3,847	$	254,491		
				Add doubler plates		25 doublers or 12 columns		1 column				Board Executed 3/17/26	
Reason For Change:	Design Change			Design Change		Design Change		Design Change					
Change Order #:	Change Order #2			Allowance		Change Order #2		ACO#2				Change Order #1 (SBI CO#1)	
		Mill Order Release Date		Previously released 12/5		3/25/2026		3/25/2026				3/25/2026	
		Szoke submit shop dwgs		4/13/2026		Anchors 4/30; Shops 5/21		Anchors 4/10; Shops 4/23				Anchors 5/14; Shops 6/4	
		A5/CHA return shops		4/20/2026		7 days later		7 days later					
		Fabrication Starts		Wk of 4/20/26									
				Area G		Area F		Area D1/E			Area B	Area H	
Per 10/6/25 Master Schedule		*Initial Proposed Erection Dates:*		*6/2/26 - 7/5/26*		*7/7/26 - 8/10/26*		*7/31/26 - 8/20/26*				*Not Included at this time*	
Per 12/12/25 Szoke email		*Revised after Mill Confirmation*		*8/3/26 -8/28/26*		*8/31/26 - 9/25/26*		*9/28/26 - 10/16/26*			*9/14/26-9/18/26*	*10/19/26 - 10/30/26*	
Per 3/19/26 Meeting (Revised Flow)		Anticipated (Current)Erection.		9/1/26 - 9/25/26		10/19/26 - 11/6/26		9/28/26 - 10/9/26			10/12/16 - 10/16/26	11/9/26 - 11/20/26	
Per 5/1 email		*After joist & deck confirmation*		*9/21/26 - 10/16/26*		*11/9/26 - 11/30/26*		*10/19/26 - 10/30/26*			*11/2/26 - 11/5/26*	*12/1/26 - 12/14/26*	
		Confirmed Erection Schedule		8/31/26 - 10/9/26		10/19/26 - 11/20/26		9/29/26 - 10/19/26			10/13/26 - 10/26/26	11/9/26 - 12/11/26	

Work to be completed as per tables issued by CHA now incorporated in Bulletin #3 as follows:

Dwg S3.04	Dwg S3.03	Dwg S4.02
Table issued 3/14/26	Table issued 3/17/26 Updated (larger) column sizes per 3/19/26 email	Table issued 3/14/26

Szoke Brothers, Inc.

Structural and Miscellaneous Steel
Fabrication and Erection

8649 Paint Mill Road
Slatington, PA 18080

Phone: (610) 760-0588
Fax: (610) 760-9066

April 6, 2026 **Revised SBI COR#2**

THIS CHANGE ORDER IS FOR $211,861
($254,461 - $42,630)

To: Alvin H. Butz, Inc
Attn: Andrew Hartenstine
Ref: PSD – High School Addition & Renovations
Change Order Request, SBI #2

Andrew,

This is the formal change order request for the previously submitted items that were approved, and we were given instructions to proceed with. The total cost of the combined request is **$ 254,491.00.**

This Scope has been assigned to Steel Allowance. Not part of this Change Order.

Area 'G' – Column Web Doubler Plates per structural drawings Bulletin #3, No. B-03, dated 03/24/2026
8 Locations

Reference Item 2A.

Breakdown	
Material	$ 4,088.00 *
Shop Drawings	
(71.8 hrs @ 105.00= $ 7,540.00)	
(36 hrs @ 125.00= $ 4,500.00)	$ 12,040.00 *
Shop Labor (245.894 @ 95.00)	$ 23,360.00 **
Subtotal	**$ 39,488.00**
* 16,128.00 @ 5% Profit	$ 806.00
** 23,360.00 @ 10% Profit	$ 2,336.00
Total	**$ 42,630.00**

AISC CERTIFIED FABRICATOR

Area 'F' – Upsized Columns per structural drawings Bulletin #3, No. B-03, dated 03/24/2026

12 Columns

12 New Columns
Added 36.26 tons @ $4,000 / ton



Reference Item 2B.

Breakdown	
Material	$ 145,040.00 *
Shop Drawings (20 hrs @ 105.00)	$ 2,100.00 *
Shop Labor (56.842 @ 95.00)	$ 5,400.00 **
Subtotal	**$ 152,540.00**
* 147,140.00 @ 5% Profit	$ 7,357.00
** 5,400.00 @ 10% Profit	$ 540.00
Total	**$ 160,437.00**

Area 'D/E1' – Upsized Column per structural drawings Bulletin #3, No. B-03, dated 03/24/2026

1 Column

1 New Column
Added .84 tons @ $4,000/ton

Reference Item 2C.

Breakdown	
Material	$ 3,360.00 *
Shop Drawings (1 hr @ 105.00)	$ 105.00 *
Shop Labor (2 @ 95.00)	$ 190.00 **
Subtotal	**$ 3,655.00**
* 3,465.00 @ 5% Profit	$ 173.00
** 190.00 @ 10% Profit	$ 19.00
Total	**$ 3,847.00**

Changes due to IFC structural design drawings S5.01, S5.02, & S5.03, No.10, dated 11/21/25, B-01 RFI GC-011/Bulletin B-01 dated 2/6/26, RFI GC-008 No.12 dated 1/20/2025

Per RFI#11- these changes represent changes in columns from the initial bid set to the Early Steel Set.

Reference Item 1.

Breakdown	
Material	
Wide Flange	$ 2,886.13*
Plate (Cut to Size)	$ 19,486.87*
Anchor Rods	$ 1,007.00*
Shop Drawings (16 hrs @ 105.00)	$ 1,680.00*
Shop Labor (144 hrs @ 95.00)	$ 13,680.00**
Field Labor	$ 5,920.00*
(16 hrs @ 130.00 = 2,080.00)	
(16 hrs @ 125.00 = 2,000.00)	
(16 hrs @ 115.00 = 1,840.00)	
Subtotal	**$ 44,660.00**
* $ 30,980.00 @ 5% Profit	$ 1,549.00
** $ 13,680.00 @ 10% Profit	$ 1,368.00
Total	**$ 47,577.00**

AISC CERTIFIED FABRICATOR

Terms & Conditions

- RFI responses returned within 5 working days
- Drawings returned from approval within 14 calendar days

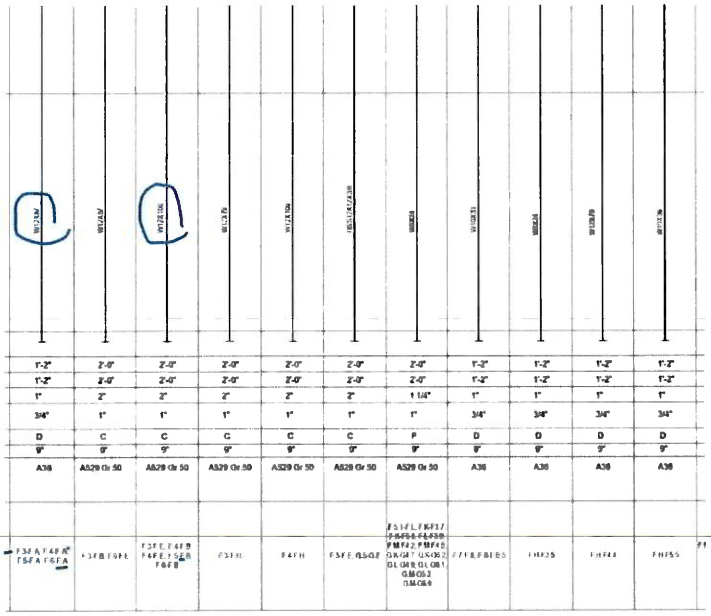
NOTE:

- We reserve the right to confirm all material pricing prior to any commitment due to periodic mill increases.
- Although not included in this COR, the exclusions listed in our contract proposal shall also apply to the work outlined in this proposal.
- Any items not specifically shown on structural drawings and/or specifically mentioned in our exclusions, are excluded from our package.

Respectfully,
Thomas L. Szoke
President

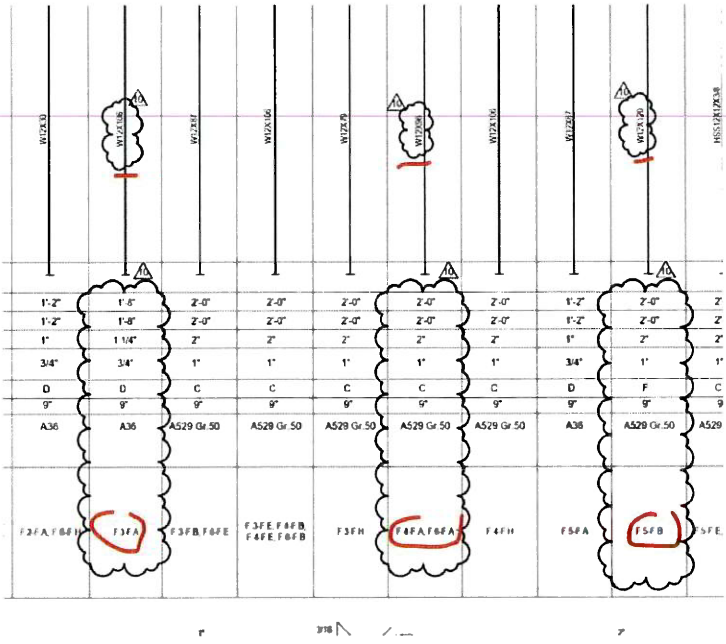
AISC CERTIFIED FABRICATOR

Bid Set 9/04/2025



Columns:
F3-FA : W12 x 87
F4-FA : W12 x 87
F6-FA: W12 x 87
F5-FB: W12 x 106

IFC Set 11/21/2025



4 columns changed after Bid in this IFC Set.

Columns:
F3-FA : W12 x 106
F4-FA : W12 x 96
F6-FA: W12 x 96
F5-FB: W12 x 120

New column weight: 14,360 lbs (7.1 tons)

Reference Item 1.

Parkland School District
1210 Springhouse Rd
Allentown, Pennsylvania 18104
P: (610) 351-5503

Project: V2030 - High School Addition / Renovation
2700 N Ceder Crest Blvd
Allentown, Pennsylvania 18104
P: 610-351-5600

RFI #PSDHS RFI 011 (Revision 1): (REVISED BASED ON 2/6/26) S5.01 & S5.02 Columns Schedules

Revision	1	**Status**	Closed on 02/09/26
To	Pete Garland (CHA Consulting, Inc.) *(Response Required)* Jamie Bortz (Alloy 5 Architects)	**From**	Connor Switzer (ALVIN H. BUTZ, INC.)
Date Initiated	Feb 6, 2026	**Due Date**	Feb 26, 2026
Location		**Project Stage**	Pre-Construction
Cost Impact		**Schedule Impact**	
Spec Section	051200 - Structural Steel Framing	**Cost Code**	
Drawing Number		**Reference**	
Linked Drawings			
Received From	Luke Szoke (Szoke Brothers Inc)		
Copies To	Tim Buda (ALVIN H. BUTZ, INC.), Andrew Hartenstine (ALVIN H. BUTZ, INC.), Connor Switzer (ALVIN H. BUTZ, INC.)		

Activity

Question

Question from Connor Switzer ALVIN H. BUTZ, INC. *on Friday, Feb 6, 2026 at 02:03 PM EST*

CHA to provide updated drawings for column and HSS weld types as well as anchor rod embedment based on RFI 11 rev. 1 and meeting on 2/6/26.

Official Response

Response from Pete Garland CHA Consulting, Inc. *on Saturday, Feb 7, 2026 at 10:50 AM EST*

Please find the UPDATED response to GC-011 attached. This is being sent to the Architect for Bulletin B-01.

Pete Garland, PE CHA Consulting, Inc.

Attachments
2026.02.06 RFI GC-011 Col Sched REV - Bulletin B-01.pdf

All Replies

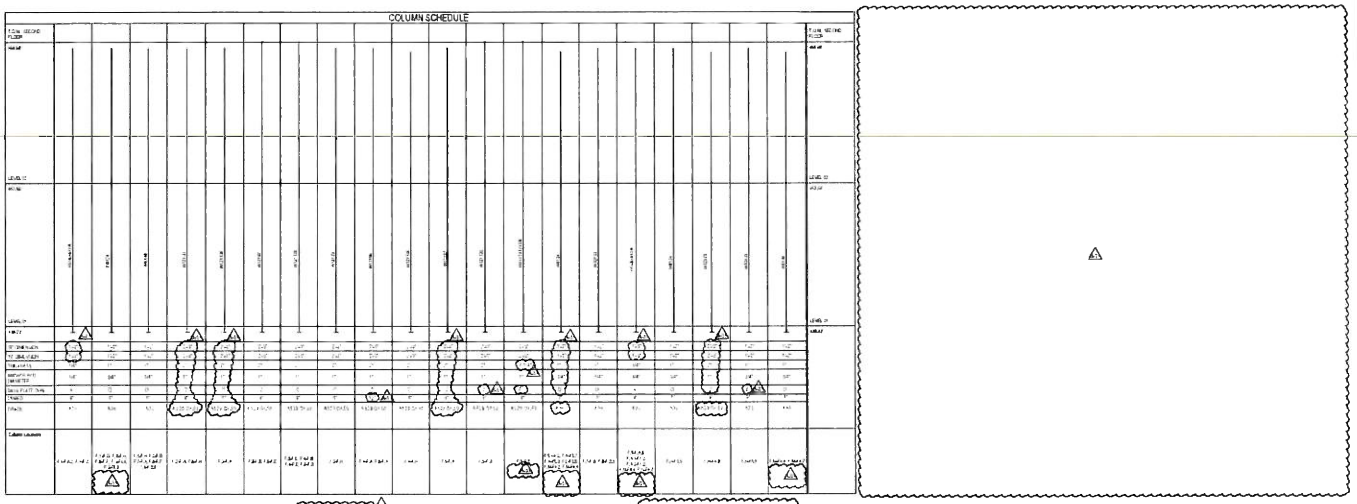
Response from Pete Garland CHA Consulting, Inc. *on Saturday, Feb 7, 2026 at 10:50 AM EST*

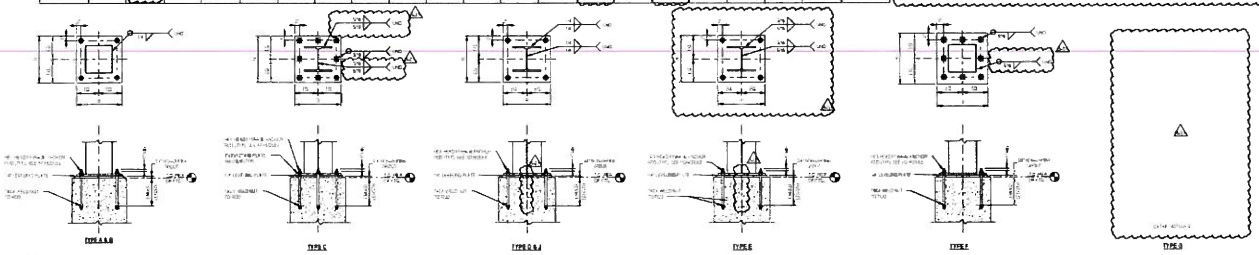
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Pete Garland, PE CHA Consulting, Inc.

Attachments
2026.02.06 RFI GC-011 Col Sched REV - Bulletin B-01.pdf

COLUMN SCHEDULE





1 BASE PLATE AND ANCHOR ROD DETAILS

PROJECT
PARKLAND HIGH SCHOOL RENOVATIONS AND ADDITIONS

OWNER
PARKLAND SCHOOL DISTRICT

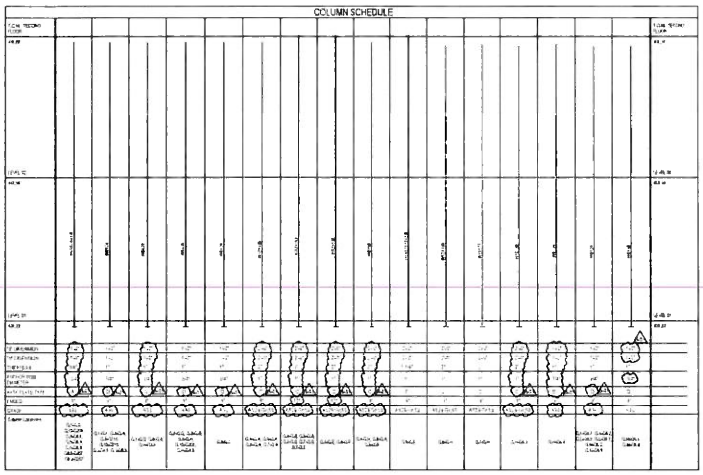
NEW

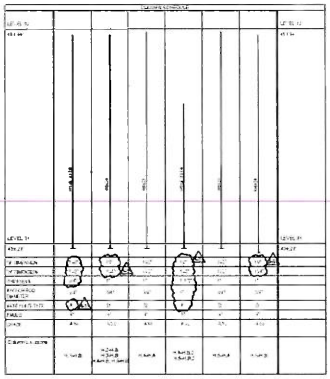


ALLOY5 ARCHITECTURE

COLUMN SCHEDULE AND DETAILS

S5.01





PROJECT
PARKLAND HIGH SCHOOL RENOVATIONS AND ADDITIONS

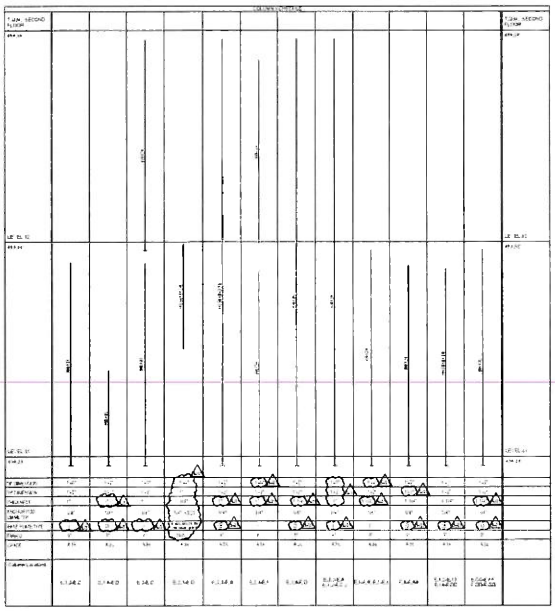
CLIENT
PARKLAND SCHOOL DISTRICT

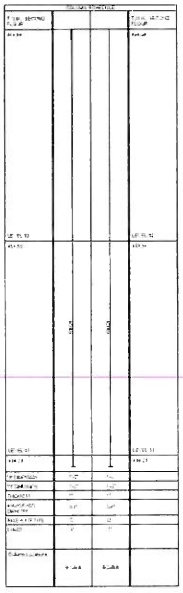
NEW

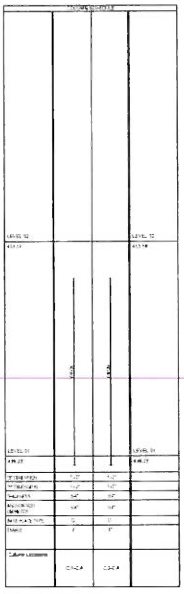
ALLOY5 ARCHITECTURE

COLUMN SCHEDULE AND DETAILS

S5.02







PARKLAND HIGH SCHOOL RENOVATIONS AND ADDITIONS

PARKLAND SCHOOL DISTRICT

CHA

NO.	DATE	DESCRIPTION



ALLOY5 ARCHITECTURE

COLUMN SCHEDULE AND DETAILS

S5.03

AREA 'G'

Info rec'd Sat 3/14/26 from CHA

Beam & Column Info						Single Plate Only Doubler Plate			Two-Sided Plate Doubler Plate			Reqd Column Size w/o Doubler Plates
						Groove Weld	Fillet Weld		Groove Weld	Fillet Weld		
Column	Beam 1	Beam 1 Required Lateral Moment	Beam 2 (if req'd)	Beam 2 Required Lateral Moment	Location	Doubler Thickness	Doubler Thickness	Column Flange Fillet Weld Size	Doubler Thickness	Doubler Thickness	Column Flange Fillet Weld Size	
		(k-ft)		(k-ft)		(in.)	(in.)	(in.)	(in.)	(in.)	(in.)	
W10x77	W24x131	220			2nd - G7/GH	1/4	1/2	5/16	1/4	1/2	5/16	W10x88
W12x152	W24x55	160	W24x131	485	2nd - G7/GE	1/2	5/8	5/8	1/4	5/8	5/16	W12x170
W12x152	W24x131	465	W24x55	135	2nd - G7/GB	1/2	5/8	9/16	1/4	5/8	5/16	W12x170
W12x136	W24x55	135	W24x131	345	2nd - G6/GE	3/8	5/8	3/8	1/4	5/8	5/16	W12x170
W12x152	W24x131	485	W24x55	140	2nd - G6/GB	1/2	5/8	5/8	1/4	5/8	5/16	W12x170
W12x152	W24x131	500	W24x55	185	2nd - G5/GB	5/8	5/8	13/16	3/8	5/8	7/16	W12x170
W12x136	W24x55	120	W24x131	265	2nd - G4/GE	1/4	5/8	5/16	1/4	5/8	5/16	W12x152
W12x152	W24x131	475	W24x55	145	2nd - G4/GB	1/2	5/8	5/8	1/4	5/8	5/16	W12x170

Total Added # of Steel:

330 #	2,904 #
594 #	5,610 #
594 #	5,610 #
1122 #	9,856 #
594 #	5,610 #
594 #	5,610 #
528 #	5,016 #
594 #	5,615 #

Note: Approximate Estimated Cost at time of this Analysis. Actual Costs presented in Change Order.

BEAM LEGEND

8 / 41 New Columns

TOTAL: 4,950 # or 2.47 tons

TOTAL: 2.47ton @ $/4,000/ton= $9,880

TOTAL: 41,580 # or 20.79 tons

TOTAL: 20.79ton @ $4,000/ton= $83,160

Cost of Doubler Plates: (Est)
Assume 23 man hours/plate + re-detail time $500 mat'l
= about $5,000 / location x 8 locations = $40,000

DOUBLER PLATES CHOSEN FOR AREA G BASED ON TIMING AND MORE COST EFFECTIVE

1 SECOND FLOOR FRAMING PLAN - AREA 'G'

PARKLAND HIGH SCHOOL RENOVATIONS AND ADDITIONS

PARKLAND SCHOOL DISTRICT

ALLOY5 ARCHITECTURE

SECOND FLOOR FRAMING PLAN - AREA 'G'

S3.04

2nd Floor Area F

Beam & Column Info						Single Plate Only			Two-Sided Plate			Req'd Column Size w/o Doubler Plates
						Doubler Plate			Doubler Plate			
						Groove Weld	Fillet Weld		Groove Weld	Fillet Weld		
Column	Beam 1	Beam 1 Required Lateral Moment	Beam 2 (if req'd)	Beam 2 Required Lateral Moment	Location	Doubler Thickness	Doubler Thickness	Column Flange Fillet Weld Size	Doubler Thickness	Doubler Thickness	Column Flange Fillet Weld Size	
		(k-ft)		(k-ft)		(in.)	(in.)	(in.)	(in.)	(in.)	(in.)	
W12x79	W24x131	255			2nd - F.3/F.H	1/2	1/2	5/16	1/2	1/2	1/4	W12x96
W12x106	W24x131	380	W24x55	155	2nd - F.3/F.E	3/4	3/4	5/8	1/2	5/8	5/8	W12x190
W12x87	W24x131	455	W24x55	135	2nd - F.3/F.B				3/4	3/4	5/8	N/A
W12x106	W24x131	380			2nd - F.3/F.A	3/8	3/8	1/4	1/4	3/8	1/4	W12x136
W12x106	W24x131	360	W24x55	155	2nd - F.4/F.E	3/4	3/4	3/8	1/2	1/2	3/8	W12x190
W12x106	W24x131	490	W24x55	130	2nd - F.4/F.B				5/8	5/8	5/8	N/A
W12x96	W24x131	370			2nd - F.4/F.A	3/8	3/8	1/4	1/4	3/8	1/4	W12x136
W12x120	W24x131	480	W24x55	185	2nd - F.5/F.B				5/8	5/8	7/16	N/A
W12x87	W24x131	350			2nd - F.5/F.A	1/2	1/2	5/16	1/4	3/8	1/4	W12x136
W12x87	W24x131	275	W24x55	135	2nd - F.6/F.E	5/8	5/8	3/8	3/8	3/8	5/16	W12x152
W12x106	W24x131	490	W24x55	135	2nd - F.6/F.B	1			5/8	5/8	5/8	N/A
W12x96	W24x131	350			2nd - F.6/F.A	3/8	3/8	1/4	1/4	3/8	1/4	W12x136

Info rec'd 3/17/26 from CHA

If able to swap out columns:

561 #
2772 #
Doubler only
990 #
2772 #
Doubler only
990 #
Doubler only
990#
2772 #
Doubler only
990 #

If have to buy new columns:

3168#
6270#
4488#
6270#
4488#
4488#
5016#
4488#

Total 72,000# or 36 tons @ $4,000/ton = $144,000

TOTAL 12,637# or 6.42tons

TOTAL: 8.42 ton @ $4,000/ton= $25,674

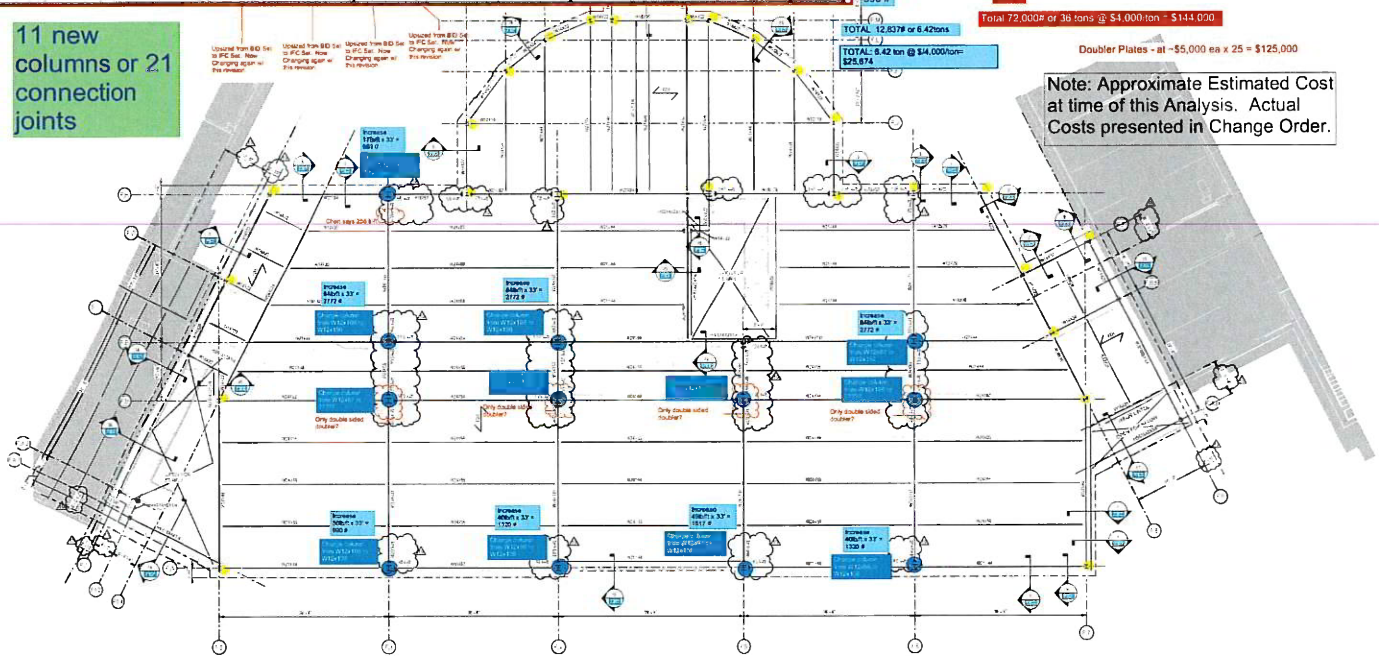
Doubler Plates - at ~$5,000 ea x 25 = $125,000

4 columns in red changed to larger steel after meeting on 3/19

11 new columns or 21 connection joints

Note: Approximate Estimated Cost at time of this Analysis. Actual Costs presented in Change Order.

BEAM LEGEND



1 SECOND FLOOR FRAMING PLAN - AREA 'F'

PARKLAND HIGH SCHOOL RENOVATIONS AND ADDITIONS

PARKLAND SCHOOL DISTRICT

CHA

ALLOY5 ARCHITECTURE

SECOND FLOOR FRAMING PLAN - AREA 'F'

S3.03

GP Garland, Pete

Reply Reply all Forward

To: Avitabile, Rob J.; Jamie Bortz <jbortz@alloy5.com>; Switzer, Connor; Hartenstine, Andrew; Buda, Tim; rgaliotto; Luke Szoke <lszoke@szokebrothers.com>; +2 others

Thu 3/19/2026 3:24 PM

Cc: Arthur Oakes <oakesa@parklandsd.net>; Erik Troutman <troutmane@parklandsd.net>

You replied on Thu 3/19/2026 3:53 PM

View conversation

Good afternoon, Team.

I determined minimum column sizes required in Area F for the four (4) columns that were previously indicated to be "N/A", without an alternate column size.

The column grid intersection locations and column sizes that are required to eliminate doubler plates are provided as follows:

Column Grid	Column Size
F.3/F.B	W12x210
F.4/F.B	W12x230
F.5/F.B	W12x230
F.6/F.B	W12x230

The information aligns with the discussion this morning of ordering columns for Area F of a size that eliminates the need for web doubler plates.

In conjunction with the meeting this morning, we will work with Alloy5 to prepare a Bulletin for coordination of all column sizes and doubler plate requirements for this project.

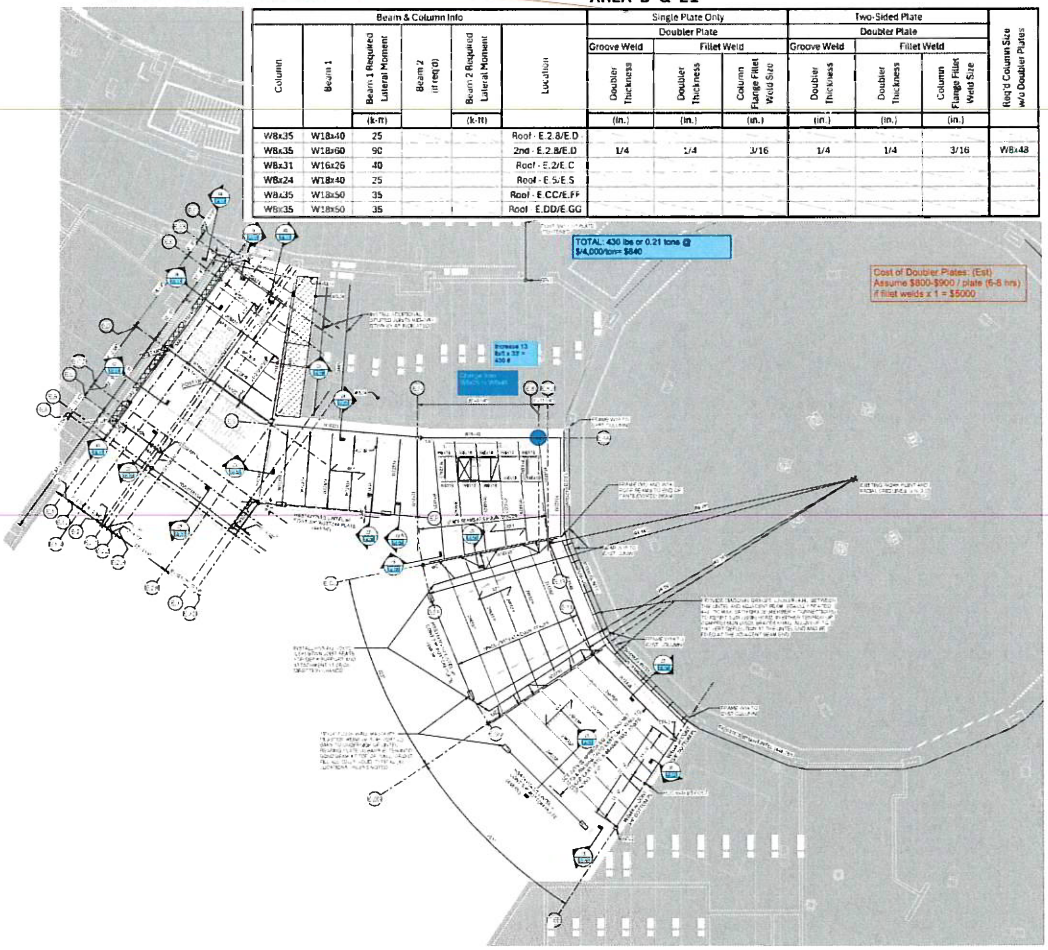
Please review this information and let me know if you have any questions regarding these sizes.

Thank you,
Pete

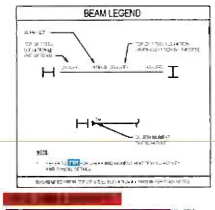
Info rec'd Sat 3/14/26 from CHA

AREA 'D' & 'E1'

Beam & Column Info						Single Plate Only			Two-Sided Plate			Req'd Column Size w/o Doubler Plates
						Doubler Plate			Doubler Plate			
						Groove Weld	Fillet Weld		Groove Weld	Fillet Weld		
Column	Beam 1	Beam 1 Required Lateral Moment	Beam 2 (if req'd)	Beam 2 Required Lateral Moment	Location	Doubler Thickness	Doubler Thickness	Column Flange Fillet Weld Size	Doubler Thickness	Doubler Thickness	Column Flange Fillet Weld Size	
		(k-ft)		(k-ft)		(in.)	(in.)	(in.)	(in.)	(in.)	(in.)	
W8x35	W18x40	25			Roof - E.2.8/E.D							
W8x35	W18x60	90			2nd - E.2.8/E.D	1/4	1/4	3/16	1/4	1/4	3/16	W8x48
W8x31	W16x26	40			Roof - E.2/E.C							
W8x24	W18x40	25			Roof - E.5/E.S							
W8x35	W18x50	35			Roof - E.CC/E.FF							
W8x35	W18x50	35			Roof - E.DD/E.GG							



1 2nd FLOOR AND ROOF FRAMING PLAN - AREA 'D' & 'E1'



PARKLAND HIGH SCHOOL RENOVATIONS AND ADDITIONS

PARKLAND SCHOOL DISTRICT

CHA

ALLOY5 ARCHITECTURE

ROOF FRAMING PLAN - AREA 'D' & 'E1'

S4.02

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

OWNER	☐
CONSTRUCTION MANAGER	☐
ARCHITECT	☐
CONTRACTOR	☐
FIELD	☐
OTHER	☐

PROJECT: (name, address) Parkland School District
Kratzer Elementary School Addition & Renovation
Allentown, PA 18104

CHANGE ORDER NO.: BP-01- CO #3

INITIATION DATE: 9/22/25

TO CONTRACTOR: (name, address) Empire Services
1440 Carbon Street
Reading, PA 19601

PROJECT NOS.: AHB #0921005

CONTRACT FOR: BP 01 Earthwork & Sitework

CONTRACT DATE: 2/16/22

The Contract is changed as follows:

Allowance Credit	Deduct	($1,463.48)
Total Change Order	Deduct	($1,463.48)

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original Contract Sum was	$1,458,700.00
Net change by previously authorized Changed Orders	$44,748.86
The Contract Sum prior to this Change Order was	$1,503,448.86
The Contract Sum will be decreased by this Change Order	(1,463.48)
The new Contract Sum including this Change Order will be	1,501,985.38

The Contract Time will be unchanged by 0 days

The date of Substantial Completion as of the date of this Change Order therefore is September 22, 2025

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive

ALVIN H. BUTZ, INC.	KCBA ARCHITECTS
CONSTRUCTION MANAGER	ARCHITECT
P.O. BOX 509, ALLENTOWN, PA 18105	4647 SAUCON CREEK RD., CENTER VALLEY PA 18034
ADDRESS	ADDRESS
BY Sep 23, 2025 DATE	BY DATE
EMPIRE SERVICES	PARKLAND SCHOOL DISTRICT
CONTRACTOR	OWNER
1440 CARBON ST., READING, PA 19601	1210 SPRINGHOUSE RD.,ALLENTOWN,PA 18104
ADDRESS	ADDRESS
BY DATE 9/23/25	BY DATE

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CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

OWNER	☐
CONSTRUCTION MANAGER	☐
ARCHITECT	☐
CONTRACTOR	☐
FIELD	☐
OTHER	☐

PROJECT: (name, address) Parkland School District
Kratzer Elementary School:Addition & Renovation
Allentown, PA 18104

CHANGE ORDER NO.: BP-01- CO #3

INITIATION DATE: 1/22/26

TO CONTRACTOR: (name, address) Empire Services
1440 Carbon Street
Reading, PA 19601

PROJECT NOS.: AHB #0921005

CONTRACT FOR: BP 01 Earthwork & Sitework

CONTRACT DATE: 2/16/22

The Contract is changed as follows:

Credit	Deduct	($5,000.00)
Total Change Order	Deduct	($5,000.00)

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original Contract Sum was	$1,458,700.00
Net change by previously authorized Changed Orders	$43,285.38
The Contract Sum prior to this Change Order was	$1,501,985.38
The Contract Sum will be decreased by this Change Order	($5,000.00)
The new Contract Sum including this Change Order will be	$1,496,985.38

The Contract Time will be unchanged by 0 days

The date of Substantial Completion as of the date of this Change Order therefore is January 22, 2026.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

ALVIN H. BUTZ, INC.
CONSTRUCTION MANAGER
P.O. BOX 509, ALLENTOWN, PA 18105
ADDRESS

Pete Schneck (Jan 22, 2026 13:59:34 EST)
BY Jan 22, 2026
DATE

EMPIRE SERVICES
CONTRACTOR
1440 CARBON ST., READING, PA 19601
ADDRESS

Allen Dejewski
BY 1/23/2026
DATE

KCBA ARCHITECTS
ARCHITECT
4647 SAUCON CREEK RD., CENTER VALLEY PA 18034
ADDRESS

BY DATE

PARKLAND SCHOOL DISTRICT
OWNER
1210 SPRINGHOUSE RD.,ALLENTOWN,PA 18104
ADDRESS

BY DATE

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CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

OWNER ☐
CONSTRUCTION MANAGER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: (name, address)	Parkland School District Kratzer Elementary School-Addition & Renovation Allentown, PA 18104	CHANGE ORDER NO.: BP-01- CO #2 INITIATION DATE: 9/10/25
TO CONTRACTOR: (name, address)	Empire Services 1440 Carbon Street Reading, PA 19601	PROJECT NOS.: AHB #0921005 CONTRACT FOR: BP 01 Earthwork & Sitework CONTRACT DATE: 2/16/22

The Contract is changed as follows:

Cost for BetterScopes Lawn, Shrub and Tree Care to repair and provide gross seeding Kratzer Elementary School project.	Deduct	($13,035.14)
Total Change Order	Deduct	($13,035.14)

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original Contract Sum was	$1,458,700.00
Net change by previously authorized Changed Orders	$57,784.00
The Contract Sum prior to this Change Order was	$1,516,484.00
The Contract Sum will be decreased by this Change Order	($13,035.14)
The new Contract Sum including this Change Order will be	$1,503,448.86

The Contract Time will be unchanged by 0 days
The date of Substantial Completion as of the date of this Change Order therefore is September 10, 2025

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

ALVIN H. BUTZ, INC.	KCBA ARCHITECTS
CONSTRUCTION MANAGER	ARCHITECT
P.O. BOX 509, ALLENTOWN, PA 18105	4647 SAUCON CREEK RD., CENTER VALLEY PA 18034
ADDRESS	ADDRESS
Pete Schaeck Sep 11, 2025 09:05:50 EDT Sep 11, 2025	
BY DATE	BY DATE
EMPIRE SERVICES	PARKLAND SCHOOL DISTRICT
CONTRACTOR	OWNER
1440 CARBON ST, READING, PA 19601	1210 SPRINGHOUSE RD., ALLENTOWN, PA 18104
ADDRESS	ADDRESS
9/10/2025	
BY DATE	BY DATE

Proposal

BetterScapes Lawn Shrub & Tree Care
2501 Saucon Valley Road
Center Valley, PA 18034
(484) 224.1871

Alvin H. Butz 20250710 Lawn repair 25 and 26
Thursday, July 10, 2025

Alvin H. Butz

840 W Hamilton St
Allentown, PA 18101
Work: 610-395-6871

Salesperson: Jason Grim
610-216-4426
JasonG@BetterScapesLV.com

Worksite: Kratzer Elementary School Parkland School dis
2200 Huckleberry Rd
Allentown, PA 18104

Lawn care proposal

Lawn

#	Item	Description	Qty	Cost
1	Lawn	**Emerald Green- Step 5 Early Fall Fertilizer** **Visit 5 Notes:** (1) Granular fertilizer. (2) Spot spray any visible weeds.	0	$771.36
2	Lawn	**Emerald Green- Broadleaf Control** Application of Broad-leaf Control	0	$771.36
3	Lawn	**Emerald Green- Fall Aeration** Our premium aeration process mechanically removes plugs of soil and deposits them on the top of the surface. As these core break down, the surrounding soil, now relieved of compaction, allows oxygen to fill in the holes. This also makes it a perfect time to introduce seed into areas that are subpar. The seeding is automatically part of this service.	0	$3,476.61
4	Lawn	**Emerald Green- Seeding** Premium grass seed	0	$1,515.00
5	Lawn	**Emerald Green- Step 6 Late Fall Fertilizer/Winterizer** **Visit 6 Notes:** Granular winterization fertilizer.	0	$771.36
6	Lawn	**Emerald Green- Spring Aeration** Our premium aeration process mechanically removes plugs of soil and deposits them on the top of the surface. As these core break down, the surrounding soil, now relieved of compaction, allows oxygen to fill in the holes. This also makes it a perfect time to introduce seed into areas that are subpar.	0	$3,476.61
7	Lawn	**Emerald Green- Seeding** Premium grass seed	0	$1,515.00
			Lawn Subtotal:	**$12,297.30**



Proposal

BetterScapes Lawn Shrub & Tree Care
2501 Saucon Valley Road
Center Valley, PA 18034
(484) 224.1871

Thank You

Subtotal:	$12,297.30
Tax:	$737.84
Total:	$13,035.14

Customer Signature _____ Date _____

A 3.5% processing fee will be charged for all Credit Card Payments.
We accept Visa, MasterCard, Discover and American Express

Policy 204 — Attendance

Printed 8/6/2026

Policy Number	204
Title	Attendance
Version	v1 · 8/6/2026 · DRAFT

Attendance

Purpose

The Board recognizes that attendance is an important factor in educational success, and supports a comprehensive approach to identify and address attendance issues.[1]

Authority

The Board requires the attendance of all students during the days and hours that school is in session, except that temporary student absences may be excused by authorized district staff in accordance with applicable laws and regulations, Board policy and administrative regulations.[2] [3] [4] [5] [6] [7]

Definitions

Compulsory school age shall mean the period of a student's life from the time the student's person in parental relation elects to have the student enter school, which shall be no later than six (6) years of age, until the student reaches eighteen (18) years of age. The term does not include a student who holds a certificate of graduation from a regularly accredited, licensed, registered or approved high school.[8] [9]

Habitually truant shall mean six (6) or more school days of unexcused absences during the current school year by a student subject to compulsory school attendance.[8]

Truant shall mean having incurred three (3) or more school days of unexcused absences during the current school year by a student subject to compulsory school attendance.[8]

Person in parental relation shall mean a:[8]

1. Custodial biological or adoptive parent.

2. Noncustodial biological or adoptive parent.

3. Guardian of the person of a student.

4. Person with whom a student lives and who is acting in a parental role of a student.

This term shall not include any county agency or person acting as an agent of the county agency in the jurisdiction of a dependent child as defined by law.[10]

School-based or **community-based attendance improvement program** shall mean a program designed to improve school attendance by seeking to identify and address the underlying reasons for a student's absences. The term may include an educational assignment in an alternative education program, provided the program does not include a program for disruptive youth established pursuant to Article XIX-C of the Pennsylvania Public School Code. [8]

Delegation of Responsibility

The Superintendent or designee shall annually notify students, persons in parental relation, and staff about the district's attendance policy by publishing such policy in student handbooks and newsletters, on the district website and through other efficient communication methods.[1][11]

~~The Superintendent shall require the person in parental relation to confirm that the policy has been reviewed and that the person in parental relation understands the compulsory school attendance requirements.~~

The Superintendent or designee, in coordination with the building principal, shall be responsible for the implementation and enforcement of this policy.

The Superintendent or designee shall develop administrative regulations for the attendance of students which:

1. Govern the maintenance of attendance records in accordance with law.[12][13]

2. Detail the process for submission of requests and excuses for student absences.

3. Detail the process for written notices, School Attendance Improvement Conferences, School Attendance Improvement Plans, and referrals to a school-based or community-based attendance improvement program, the local children and youth agency, or the appropriate magisterial district judge.

4. Clarify the district's responsibility for collaboration with nonpublic schools in the enforcement of compulsory school attendance requirements.

5. Ensure that students legally absent have an opportunity to make up work.

Guidelines

Compulsory School Attendance Requirements

All students of compulsory school age who reside in the district shall be subject to the compulsory school attendance requirements.[2]

A student shall be considered in attendance if present at any place where school is in session by authority of the Board; the student is receiving approved tutorial instruction, or health or therapeutic services; the student is engaged in an approved and properly supervised independent study, work-study or career education program; the student is receiving approved homebound instruction; or the student's placement is instruction in the home.[2][5][14][15] **[16] [17] [18] [19] [20]**

The following students shall be excused from the requirements of attendance at district schools, upon request and with the required approval:

1. On certification by a physician or submission of other satisfactory evidence and on approval of the Department of Education, children who are unable to attend school or apply themselves to study for mental, physical or other reasons that preclude regular attendance.[3][4][21]

2. Students enrolled in nonpublic or private schools in which the subjects and activities prescribed by law are taught.[2][22]

3. Students attending college who are also enrolled part-time in district schools.[23]

4. Students attending a home education program or private tutoring in accordance with law.[2] **[18]** [24][25][26] **[27]**

5. Students fifteen (15) or sixteen (16) years of age whose enrollment in private trade or business schools has been approved.[2]

6. Students fifteen (15) years of age, as well as students fourteen (14) years of age who have completed the highest elementary grade, engaged in farm work or private domestic service under duly issued permits.[4]

7. Students sixteen (16) years of age regularly engaged in useful and lawful employment during the school session and holding a valid employment certificate. Regularly engaged means thirty-five (35) or more hours per week of employment.[4] [15]

Excused/Lawful Absence

For purposes of this policy, the following conditions or situations constitute reasonable cause for absence from school:

1. Illness, including if a student is dismissed by designated district staff during school hours for health-related reasons.[3] [6]

2. Obtaining professional health care or therapy service rendered by a licensed practitioner of the healing arts in any state, commonwealth or territory.[3]

3. Quarantine.

4. Family emergency.

5. Recovery from accident.

6. Required court attendance.

7. Death in family.

8. Participation in a project sponsored by a statewide or countywide 4-H, FFA or combined 4-H and FFA group, upon prior written request.[1] [3]

9. Observance of a religious holiday observed by a bona fide religious group, upon prior written request from the person in parental relation.~~All absences occasioned by observance of the student's religion on a day approved by the Board as a religious holiday shall be excused. A penalty shall not be attached to an absence for a religious holiday.[28]~~

10. The Board may excuse a student from school attendance to participate in an educational tour or trip not sponsored by the district if the following conditions are met:[3][29]

    a. The person in parental relation submits the required documentation for excusal prior to the absence, within the appropriate timeframe.

    b. The student's participation has been approved by the Superintendent or designee.

    c. The adult directing and supervising the tour or trip is acceptable to the person in parental relation and the Superintendent.

11. College or postsecondary institution visit, with prior approval.

12. Other urgent reasons that may reasonably cause a student’s absence, as well as circumstances related to homelessness, foster care and other forms of educational instability.[3][6] **[30]**

Temporary Excusals –

The following students may be temporarily excused from the requirements of attendance at district schools:

1. Students receiving tutorial instruction in a field not offered in the district's curricula from a properly qualified tutor approved by the Superintendent, when the excusal does not interfere with the student's regular program of studies.[2][14] **[18]**

2. Students participating in a religious instruction program, if the following conditions are met:[28] [31]

    a. The person in parental relation submits a written request for excusal. The request shall identify and describe the instruction, and the dates and hours of instruction.

    b. The student shall not miss more than thirty-six (36) hours per school year in order to attend classes for religious instruction.

    c. Following each absence, the person in parental relation shall submit a statement attesting that the student attended the instruction, and the dates and hours of attendance.

3. School age children unable to attend school upon recommendation of the school physician and a psychiatrist or school psychologist, or both, and with approval of the Secretary of Education.[21]

Emergency Permits -

From time to time, unusual circumstances may occur which require that a student be excused for a portion of a school day, a full day or days. Teachers whose classes will be missed shall be apprised of the reason for the absence, in advance. Emergency permits are issued, subject to approval by the principal or assistant principal.

Students who find themselves in an emergency situation are to follow the procedure to secure an emergency permit, such as the one that follows:

1. Apply in writing with a note signed by a parent/guardian at least one (1) day in advance to either the principal or the assistant principal, with a full explanation of the nature of the request.
2. Upon receiving the emergency permit with the administrator's signature, the student shall secure the signatures of all teachers whose classes will be missed.
3. The emergency permit shall be returned to the issuing administrator before the student is scheduled to be absent from classes.
4. When only a fraction of a day is involved, the student shall sign the attendance log before leaving and upon returning.

A student may be granted an emergency permit for the following reasons:

1. Illness in the immediate family.
2. Court appearances.
3. Funerals.
4. College visitation.
5. Graduation ceremonies of members of immediate family.
6. Dental and doctor’s appointments (students and parents/guardians are discouraged from scheduling these appointments during school hours). Any indication of abuse, in regard to such appointments, will require evidence of an appointment by way of a doctor’s/dentist’s appointment card.[5][6]

Travel -

A student may be excused from school to travel if the travel is of an educational nature. A written request for approval of the travel must be submitted to the principal of the school by the parents/guardians prior to the planned trip.[30]

Work may be assigned for the student to complete during the time of absence from school.

Parental Notice of Absence -

Absences shall be treated as unlawful until the district receives a written excuse explaining the absence, to be submitted within three (3) days of the absence.

After ten (10) days of cumulative lawful absences from school, verified by parent/guardian notification, in any one (1) school term, an excuse from a practitioner of the healing arts may be required for any or all additional days of absence from the parent(s)/guardian(s) of a student. Any absence not so certified by a physician's certificate of illness may be declared unexcused/illegal, and all the penalties of this policy shall be applicable.

Parental Notice of Absence –

Absences shall be treated as unexcused until the district receives a written excuse explaining the absence, to be submitted within three (3) days of the absence.

A maximum of ten (10) days of cumulative lawful absences verified by parental notification shall be permitted during a school year. All absences beyond cumulative days shall require an excuse from a licensed practitioner of the healing arts.

Make-up work -

A student who is excused/lawfully absent from school is entitled to make up work according to the following guidelines:

1. Make-up work is defined as that work which was assigned and/or covered in classes on the day(s) the student was absent. This implies that all work assigned through the student's last day of attendance is due on the first day of the student's return to class.
2. All work assigned and/or covered during a student's absence must be completed in a reasonable period of time not to exceed two (2) days for each day of absence. Additional time to complete the work may be allotted at the discretion of the classroom teacher.

1.

Unexcused/Unlawful Absence

For purposes of this policy, absences which do not meet the criteria indicated above shall be permanently considered unexcused.

An out-of-school suspension may not be considered an unexcused absence.[8]

Parental Notification –

District staff shall provide prompt notice to the person in parental relation upon each incident of unexcused absence.

Enforcement of Compulsory Attendance Requirements

Student is Truant –

When a student has been absent for three (3) days during the current school year without a lawful excuse, district staff shall provide notice to the person in parental relation who resides in the same household as the student within ten (10) school days of the student's third unexcused absence.[32]

The notice shall:[32]

1. Include a description of the consequences if the student becomes habitually truant;
2. Be in the mode and language of communication preferred by the person in parental relation and:
    a. Include notice that a habitually truant student may not transfer, during the school year, to a cyber charter school unless a judge determines that the transfer is in the best interest of the student; and
    b. Include resources available to assist the student and the person in parental relation with returning the student to compliant compulsory attendance and opportunities for academic recovery in response to the truant behavior.

When the notice is transmitted to a person who is not the biological or adoptive parent, it shall also be provided to the student's biological or adoptive parent, if the parent's mailing address is on file with the school and the parent is not precluded from receiving the information by court order.[32]

The notice may include the offer of a School Attendance Improvement Conference.[32]

If the student incurs additional unexcused absences after issuance of the notice and a School Attendance Improvement Conference was not previously held, district staff shall offer a School Attendance Improvement Conference.[32]

School Attendance Improvement Conference (SAIC) –

District staff shall notify the person in parental relation in writing and by telephone of the date and time of the SAIC.[32]

The purpose of the SAIC is to examine the student's absences and reasons for the absences in an effort to improve attendance with or without additional services.[8]

The following individuals shall be invited to the SAIC:[8]

1. The student.
2. The student’s person in parental relation.
3. Other individuals identified by the person in parental relation who may be a resource.
4. Appropriate school personnel.
5. Recommended service providers.

Neither the student nor the person in parental relation shall be required to participate, and the SAIC shall occur even if the person in parental relation declines to participate or fails to attend the scheduled conference.[32]

The outcome of the SAIC shall be documented in a written School Attendance Improvement Plan. The Plan shall be retained in the student's file. A copy of the Plan shall be provided to the person in parental relation, the student and appropriate district staff.[32]

The district may not take further legal action to address unexcused absences until the scheduled SAIC has been held and the student has incurred six (6) or more days of unexcused absences.[32]

Student is Habitually Truant –

When a student under fifteen (15) years of age is habitually truant, district staff:[33]

1. Shall refer the student to:
    a. A school-based or community-based attendance improvement program; or
    b. The local children and youth agency.
2. May file a citation in the office of the appropriate magisterial district judge against the person in parental relation who resides in the same household as the student.[33]

When a student fifteen (15) years of age or older is habitually truant, district staff shall:[33]

1. Refer the student to a school-based or community-based attendance improvement program; or
2. File a citation in the office of the appropriate magisterial district judge against the student or the person in parental relation who resides in the same household as the student.

District staff may refer a student who is fifteen (15) years of age or older to the local children and youth agency, if the student continues to incur additional unexcused absences after being referred to a school-based or community-based attendance improvement program, or if the student refuses to participate in such program.[33]

Regardless of age, when district staff refer a habitually truant student to the local children and youth agency or file a citation with the appropriate magisterial district judge, district staff shall provide verification that the school held a SAIC.[33]

Unless a judge determines that it is in the student's best interest, a habitually truant student will not be permitted to transfer to a cyber charter school during the school year. [32]

Filing a Citation –

A citation shall be filed in the office of the appropriate magisterial district judge whose jurisdiction includes the school in which the student is or should be enrolled, against the student or person in parental relation to the student.[34]

Additional citations for subsequent violations of the compulsory school attendance requirements may only be filed against a student or person in parental relation in accordance with the specific provisions of the law.[34]

Special Needs and Accommodations

If a truant or habitually truant student may qualify as a student with a disability, and require special education services or accommodations, the Director of Special Education shall be notified and shall take action to address the student's needs in accordance with applicable law, regulations and Board policy. **[16] [35] [36] [37]**

For students with disabilities who are truant or habitually truant, the appropriate team shall be notified and shall address the student's needs in accordance with applicable law, regulations and Board policy. **[16] [35] [37]**

Discipline

The district shall not expel or impose out-of-school suspension, disciplinary reassignment or transfer for truant behavior.[32]

Footnotes

[1] 22 PA Code 11.41
pacodeandbulletin.gov
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Legal Reference
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[2] 24 P.S. 1327
palegis.us
palegis.us
Legal Reference
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[3] 24 P.S. 1329
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[4] 24 P.S. 1330
palegis.us
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[5] 22 PA Code 11.23
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[6] 22 PA Code 11.25
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[7] 22 PA Code 12.1
pacodeandbulletin.gov
pacodeandbulletin.gov
Legal Reference
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[8] 24 P.S. 1326
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[9] 22 PA Code 11.13
pacodeandbulletin.gov
pacodeandbulletin.gov
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[10] 42 Pa. C.S.A. 6302
palegis.us
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[11] 24 P.S. 510.2
palegis.us
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[12] 24 P.S. 1332
palegis.us
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[13] 24 P.S. 1339
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[14] 22 PA Code 11.22
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[15] 22 PA Code 11.28
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[16] Pol. 113
Policy Reference
Open policy

[17] Pol. 115
Policy Reference
Open policy

[18] Pol. 116
Policy Reference
Open policy

[19] Pol. 117
Policy Reference
Open policy

[20] Pol. 118
Policy Reference
Open policy

[21] 22 PA Code 11.34
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[22] 22 PA Code 11.32
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[23] 22 PA Code 11.5
pacodeandbulletin.gov
pacodeandbulletin.gov
Legal Reference
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[24] 24 P.S. 1327.1
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[25] 22 PA Code 11.31
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[26] 22 PA Code 11.31a
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pacodeandbulletin.gov
Legal Reference
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[27] Pol. 137
Policy Reference
Open policy

[28] 22 PA Code 11.21
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Legal Reference
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[29] 22 PA Code 11.26
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pacodeandbulletin.gov
Legal Reference
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[30] Pol. 251
Policy Reference
Open policy

[31] 24 P.S. 1546
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Legal Reference
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[32] 24 P.S. 1333
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[33] 24 P.S. 1333.1
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[34] 24 P.S. 1333.2
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[35] Pol. 103.1
Policy Reference
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[36] Pol. 113.3
Policy Reference
Open policy

[37] Pol. 114
Policy Reference
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Policy 204-AR-0 — Compulsory Attendance/Unexcused Absences Printed 8/5/2026

Policy Number	204-AR-0
Title	Compulsory Attendance/Unexcused Absences
Revised	8/12/2013
Last Reviewed	1/13/2020
Version	v1 · 7/31/2026 · DRAFT

Compulsory Attendance/Unexcused Absences

204-AR-0. COMPULSORY ATTENDANCE/UNEXCUSED ABSENCES

The following words, when used in this administrative regulation, shall have the following meaning, except where the context clearly indicates or requires a different meaning:

Citation shall mean a nontraffic citation or private criminal complaint.

Compulsory school age shall means the period of a student's life from the time the student's person in parental relation elects to have the student enter school, which will be no later than six ~~eight~~ (6~~8~~) years of age until the student reaches eighseventeen (18~~7~~) years of age. ~~Beginning with the academic year 2020-2021, compulsory school age will mean no later than age six (6) until age eighteen (18).~~ The term does not include a student who holds a certificate of graduation from a regularly accredited, licensed, registered, or approved high school.

Habitually truant means six (6) or more school days of unexcused absences during the current school year by a student subject to compulsory school attendance.

Offense means each citation filed with a magisterial district judge for a violation of the requirement for compulsory school attendance, regardless of the number of unexcused absences alleged in the citation.

Person in parental relation means a custodial biological or adoptive parent; noncustodial biological or adoptive parent; guardian of the person of a student; or a person with whom a student lives and who is acting in a parental role of a student. This term does not include any county agency or person acting as an agent of the county agency in the jurisdiction of a dependent child defined by law.

School attendance improvement conference (SAIC) means a conference where the students' absences and the reasons for the absences are examined in an effort to improve attendance, with or without additional services. This conference must be held prior to a district initiating truancy proceedings against a student and person in parental relation.

School attendance improvement plan (SAIP) means the form created by the Pennsylvania Department of Education (PDE), or a similar form, to document the outcome and next steps of the school attendance improvement conference.

School-based or community-based attendance improvement program means a program designed to improve school attendance by seeking to identify and address the underlying reasons for a student's absences. The term may include an educational assignment in an alternative education program, provided the program does not include a program for disruptive youth established pursuant to Article XIX-C of the Pennsylvania Public School Code.

School day means the length of time that a student subject to compulsory school attendance is expected to be receiving instruction during a calendar day, as determined by the Board.

Truant means having incurred three (3) or more school days of unexcused absences during the current school year by a student subject to compulsory school attendance.

Unexcused absence means an absence from school which is not permitted by state law or Board policy and for which an approved explanation has not been submitted within the time period and in the manner prescribed by the Board. An out-of-school suspension will not be considered an unexcused absence.

It is mandatory for all students of compulsory school age residing in the state to attend a school in which all required subjects and activities are taught.

Designated staff in each school will be responsible for monitoring and maintaining records of each student’s attendance.

When a student is absent from school the person in parental relation n should make verbal contact with the school attendance hotline, school attendance office, or return an absentee card to the administrative office of the school within three (3) school days of returning to classes. Without notification, the absence should be considered unexcused/illegal. The person of parental relation and student will be informed that if a written excuse is not provided within three (3)

days of the absence, the absence will be permanently recorded as unexcused. District staff will provide written notice to the person in parental relation upon each incident of unexcused absence.

Late Arrivals/Departures

- Tardy is used for arrivals without an emergency permit or doctor's note up until the time designated in your school handbook (Elem-11am, Mids-10am). These will accumulate in a student's overall attendance. Unexcused will be utilized depending on reason.
- After 3 Tardy, disciplinary actions may be taken.
- Tardy excused-used at PHS only for students who are late from one class to another (will not count in the student's overall attendance).

6 Day Mark

- Assessing the trends of the student's academic career and prior attendance concerns should begin.
- Warning letter sent from Principal/Assistant Principal. Certified School Nurse will be notified to consider obtaining Consent to Share with the child's doctor at the 5th consecutive day mark and/or day 10 when doctor's notes are required.
- Guidance may consider utilizing technology for class participation when a student is absent for 5 or more consecutive school days, prior to considering TME (Temporary Medical Excusal) to maintain academic success so the student does not fall behind.
- The SAIP (School Attendance Improvement Plan Meeting) Team may consider SAP/SST referral.

10 Day Mark

- Doctor's note may be required letter sent from Principal/Assistant Principal (see sample available on the Parkland School District Policy Manual, Letter For Ten Excused//Unexcused Absences (Doctor's Note Required).
- Doctor's note required for all absences moving forward.
- If a student is being sent home from the nursing office, against nursing advice, a doctor's note will be required for the early release from school once the student is placed on doctor's notes.
- Monthly reviews of excused and non-excused absence will occur at the building level by the core team (school psychologist, guidance, school nurse, building administrator).
- School Attendance Improvement Plan Meeting (SAIPM), previously TEM (truancy elimination meeting), will be scheduled when 10 days + 1 unexcused or 3 unexcused absences. For ten (10) or more excused absences, a SAIPM may be conducted at the discretion of the team.
- SAIPM is held even if the parent declines to participate or fails to attend. Advanced written notice and communication attempts via phone are required and documented.
- Legal action to address unexcused absences may not occur until after the date of the scheduled SAIPM has passed.
- Guidance may refer to SAP/SST.
- Guidance will speak with Special Education Coordinator if a student has an IEP and has issues with attendance in the past. An IEP meeting may need to be convened to discuss attendance concerns.

18 Excused Absences

- Letter Sent from Principal/Assistant Principal (see sample available in the Parkland School District Policy Manual, .
- Student placed on doctor's notes, if not already done so.
- Meeting Scheduled with the person in parental relation. SAIP to be completed.
- Guidance to notify Student Services Coordinator- if student has an IEP attendance should be addressed here and/or consideration of a Chapter 15 Service Agreement evaluation.
- SAIP Team to consider county truancy agency involvement and/or a Children and Youth Referral.

Each principal or teacher will report to a designated district employee when a student has been absent for three (3) days, or their equivalent, without a lawful excuse.

The district will assign building administrators who will serve as an attendance officer and s/he will enforce state laws and regulations regarding compulsory attendance. The attendance officer or home and school visitor does have full police powers without warrant and may arrest or apprehend any student who fails to attend school in violation of compulsory attendance requirements. A school police officer also has the same arrest powers.

If the designated employee discovers that a district student is unable to attend school because of a lack of clothing or food, s/he will report the case to a suitable relief agency operating in the district or to a county board of assistance for investigation and relief.

Teachers and administrators can be the first line of defense for compulsory attendance, as they are the first to recognize students with possible attendance issues. Teachers will implement a plan of action that includes, but is not limited to:

1. Distributing and reviewing with students and families the adopted Board policies governing attendance and student responsibilities.
2. Meeting individually with students to discuss reasons for absence.
3. Providing feedback to designated district staff.
4. Making referrals to guidance counselors.
5. Cooperating with the Student Assistance Team, as appropriate.

District Response To Unexcused Absences

The school is a critical part of a student’s support system, and school staff have a significant opportunity to assist students and their families to comply with attendance requirements.

The person in parental relation of a compulsory school age student is subject to penalties if compulsory attendance requirements are not met.

The designated district employee will make every effort to work collaboratively with the person in parental relation to address the truancy of a student and will not initiate formal action until an SAIC has been held and the student is habitually truant.

~~Additional penalties for illegal/unexcused absence are as follows, at the discretion of the administrator in charge:~~

1. ~~First day of truancy will result in assignment of two (2) after school detentions.~~
2. ~~Second day of truancy will result in assignment of one (1) Saturday detention~~
3. ~~Third day of truancy will result in assignment of two (2) Saturday detentions~~
4. ~~Fourth day of illegal/unexcused absence will result in a School Attendance Improvement Conference (SAIC) to address issues leading to truancy. A referral to Children and Youth may be initiated if parents refuse to participate in the attendance meeting. A referral to the magisterial district judge (under seventeen (17) years of age) will occur after an attendance improvement plan has been executed and had an opportunity to work or, at the time, of habitual truancy six (6) days. All students who are under the age of seventeen (17), and therefore covered by the Pennsylvania Compulsory School Attendance laws, require the filing of truancy charges under Act 29 of 1995 before a magisterial district judge. This act provides for penalties to be levied on truant students and/or their person in parental relation.~~

1.

Truancy Intervention

District staff will coordinate a School Attendance Improvement Conference (SAIC) to discuss the cause of the student’s truancy, possible solutions to increasing the student’s school attendance, and to develop a mutually agreed upon School Attendance Improvement Plan (SAIP) to resolve the truant behavior.

Participants invited to the conference must include, but not be limited to: student; student's person in parental relation; other individuals as identified by the person in parental relation who may be a resource; appropriate school personnel; and recommended service providers.

While active participation by the student and family members is an integral component of this conference, there is no legal requirement for either the student or person in parental relation to attend the school attendance improvement conference. The school should make every attempt to conduct the SAIC with the person in parental relation present, to identify and resolve the root causes of truancy and to contribute to the group discussion their unique knowledge about the student and the student's environment.

In an attempt to encourage participation, the school should provide written notice, sent via certified mail, and communicate with the person in parental relation via telephone. The school will hold the SAIC even if the person in parental relation declines to participate or fails to attend.

Issues that should be addressed in the SAIC include, but are not limited to:

1. Appropriateness of the student's educational environment.
2. Possible elements of the school environment that inhibit student success.
3. Student's current academic level and needs.
4. Social, emotional, physical, mental and behavioral issues.
5. Issues concerning family and home environment.
6. Any other issues affecting the student's attendance.

The school will document the outcome of the SAIC in a School Attendance Improvement Plan (SAIP) which can include: access to academic and social/health supports from the district and community organizations; an outline of family/parental and student responsibilities; and levels of performance monitoring that include rewards and consequences.

At the end of the school attendance improvement conference, all parties present should sign the comprehensive School Attendance Improvement Plan (SAIP). The student and person in parental relation will be provided a copy of the school attendance improvement plan, regardless of whether they attended.

When the student and/or person in parental relation is/are in attendance at the School Attendance Improvement Conference, the designated district staff member will ensure that the student and the person in parental relation clearly understand the consequences that follow a violation of the compulsory attendance requirements.

Once the SAIP has been completed, the team will implement the interventions to improve attendance. These interventions may be in place for approximately two weeks. If no improvement in the student's attendance is achieved, the team may make a referral to the county truancy agency.

If the county truancy agency is involved in the case, communication by the case manager, between school and agency will occur as needed, and at approximately 30 days of the agencies involvement. If no progress is being made to improve the student's attendance or the absences increase again, communication with advisement from the county truancy agency will assist in determining the next steps for citation and/or a Children and Youth Referral.

Subsequent Unexcused Absence –

After agreeing to a School Attendance Improvement Plan, or if there is no agreement on a plan and three (3) days have passed since the person in parental relation received the official notice of the student's third unexcused absence, when the student is unlawfully absent at any time during the school year, the designated district staff will send to the person in parental relation by certified mail an official notice of unlawful absence. This notice will inform the person in parental relation that the student has violated the School Attendance Improvement Plan, and will advise the person in parental relation that a citation may be sent to the magisterial district judge. After this notice is sent, the district is not required to inform the person in parental relation in writing of student absences, but district staff may continue to inform the person in parental relation n of additional truant behavior. Children and Youth will be notified as per Act 138.

Designated district staff will refer all future incidents of truancy directly to the appropriate magisterial district judge.

Penalties For Violations

When referring a habitually truant student of any age to the county children and youth agency or filing a citation, the school must provide verification that the SAIC was held, generally by submitting the school attendance improvement plan.

The designated district staff will refer students who are habitually truant to a school-based or community-based attendance improvement program or to Children and Youth. The designated district staff may, but are not required to, file a truancy citation against the person in parental relation to the student who resides in the same household as the student. With regard to students over fifteen (15) years of age who continues to accrue additional absences after a school refers the student to a school-based or community-based attendance improvement program or refuses to participate in an attendance improvement program, the school may refer the student to Children and Youth agency for possible disposition as a dependent child.

Citations and Proceedings

The designated district staff will file a truancy citation with the magisterial district judge where the student attends school.

When a citation is filed against a student or person in parental relation to the student who resides in the same household as the student, the magisterial district judge will provide notice of the hearing to the school, person in parental relation, the student, and the county children and youth agency.

At the hearing, the school district must prove beyond a reasonable doubt that the student was subject to the compulsory attendance law and was, without legal justification, habitually truant. The person in parental relation may demonstrate, by a preponderance of the evidence, that they took every reasonable step to ensure the attendance of the student at school.

Before entering a sentence, the magisterial district judge will permit the school district, person in parental relation to the student, or student to present relevant information, such as the student's attendance since the citation was filed, to assist the judge in making an informed decision regarding an appropriate sentence.

A person convicted of a violation of the compulsory attendance laws may be sentenced to pay a fine for the benefit of the school, sentenced to perform community service, or required to complete an appropriate course or program designed to improve school attendance.

If within a three-year period a student or person in parental relation is convicted of a second or subsequent offense, the court must refer the student to the county children and youth agency for services or possible disposition as a dependent child under the Juvenile Act.

The designated district staff will not file a citation against a student or person in parental relation for a subsequent violation of compulsory school attendance if:

1. A proceeding is already pending against the student or person in parental relation and judgment in the first proceeding has not yet been entered, unless a warrant has been issued for failure of the student or person in parental relation to appear before the court and the warrant has not yet been served.
2. A referral for services has been made to the county children and youth agency under this subdivision, the agency has not closed the case, and the educational entity has not consulted with the county children and youth agency prior to filing the petition.
3. A petition has been filed alleging the student is dependent due to being habitually truant, relative to juvenile matters, and the case remains under the jurisdiction of the juvenile court.

Fines

For the first offense, the fine may not exceed $300, together with court costs.

For the second offense, a person in parental relation may not be fined more than $500, together with court costs.

For a third and any subsequent offense, a person in parental relation may not be fined more than $750, together with court costs.

Failure to Comply with Penalties

If a person in parental relation fails to comply with the penalties imposed, that person may be sentenced to jail for up to three (3) days if the court determines that the person in parental relation had reasonable ability to comply with the penalty and that noncompliance was willful.

If a student fails to satisfy the penalties imposed:

1. Such act will not be considered delinquent but may result in a dependency determination under the Juvenile Act.
2. The magisterial district judge may send the record of conviction to the Pennsylvania Department of Transportation.

    a. If the Department of Transportation receives such a record, it is required to take action against the student's operating privileges. The Department will suspend for ninety (90) days the operating privilege of any student upon receiving a certified record that the student was convicted of violating the compulsory attendance requirements. If the Department receives a second or subsequent conviction for a student's violation, the Department will suspend the student's operating privilege for six (6) months.

    b. Any student whose record is received by the Department and who does not have a driver's license will be ineligible to apply for a driver's license for the time periods specified above. If the student is under sixteen (16) years of age when convicted, suspension of operating privileges will commence for the time specified above.

Nothing in this section will be construed to apply to a person in parental relation whose child or children are in a home education program.

Homeless and Unaccompanied Youth/Children in Foster Care

The Every Student Succeeds Act, the McKinney-Vento Homeless Assistance Act, and the Fostering Connections to Success and Increasing Adoptions Act requires that states, local education agencies, and schools work to remove barriers to the education of homeless students, unaccompanied youth, and children in foster care. Such barriers include those related to enrollment and retention due to absences.

Designated district staff will not count as unexcused those absences that occur due to homelessness, the transience of unaccompanied youth, or the fluctuation of foster care placements.

Designated school staff should use the school attendance improvement conferences as a means to identify the root causes of students' absenteeism, such as homelessness, frequent household shifts, absence of consistency and stability, and a lack of transportation, which should all be captured in the school attendance improvement plan. The school attendance improvement plan should clearly delineate the school responsible for complying with the compulsory attendance laws (school of origin, school of residence, etc.) as well as the school(s) responsible for implementing various portions of the school attendance improvement plan.

The district must consider the living situation of each unaccompanied youth to determine whether it is appropriate to file citations against the person in parental relation. School districts may consider contacting children and youth to link the youth with services.

District Response to the Unexcused Absences of Nonpublic School Students

Though nonpublic schools are charged with developing their own policies to monitor, track, and respond to unexcused absences, the nonpublic student's school district of residence remains responsible for enforcing the requirements for compulsory school attendance. Designated district staff will work with nonpublic schools located within district boundaries to:

1. Ensure the district receives copies of the written notification of each nonpublic school student's third unexcused absence, as sent to the person in parental relation of the student;

2. Participate in school attendance improvement conferences, as necessary;
3. Receive copies of all school attendance improvement plans;
4. Refer the nonpublic school student to a school-based or community-based attendance improvement program or the county children and youth agency for possible disposition as a dependent child;

    a. Request, as necessary, assistance from the nonpublic school relative to attendance improvement programs and juvenile dependency referrals.
5. Upon notice by the charter school, designated staff in the school district of residence will send notice by certified mail to a parent/guardian of a charter school student who has accumulated three (3) unlawful absences. The notice will state that any subsequent unlawful absence will result in a referral to Children and Youth as well as a citation being filed with the magisterial district judge. Future unlawful absences will be filed by designated district staff with the magisterial district judge. District staff may file truancy documents with the magisterial district judge in whose jurisdiction the charter school is located and where the cause of action arose, or where the charter school student resides and the parent/guardian can be served.

Policy Number	204-AR-1
Title	Letter For First Unlawful/Unexcused Absence
Adopted	8/12/2013
Revised	8/9/2017
Version	v1 · 7/31/2026 · DRAFT

Letter For First Unlawful/Unexcused Absence

204-AR-1. LETTER FOR FIRST UNLAWFUL/UNEXCUSED ABSENCE

Date

Parent/Guardian Name

Address

City, PA ZIP Code

Dear (Parent's/Guardian's Name):

(Student Name) was absent as unlawful/unexcused on (Date). This letter is sent to make you aware of this absence. Regular attendance at school is an important part of every student's success and is necessary in order to gain the greatest benefit from the educational experience. Students who are frequently absent from school miss direct instruction and regular contact with their teachers.

~~Commonwealth of~~ Pennsylvania law and School Board policy require regular daily attendance. When absences accumulate, it may ultimately result in academic difficulty.

Our district provides various student services that are available to you and your family. We share a common goal to ensure that your child reaches his/her full potential. All absences are counted as unlawful/unexcused until the school district receives a written excuse explaining the reason for the absence. If a written excuse is not received within three (3) days, the absence will be added permanently to the

student's file as unlawful/unexcused. This letter serves as our first communication regarding (Student's Name)'s unlawful/unexcused absences. As per the Pennsylvania School Code, should your child accumulate six (6) unlawful/unexcused absences during this school year, your child will be considered habitually truant. The District will offer by advance written notice a School Attendance Improvement Conference (SAIC), unless one was already held. The purpose of this SAIC is to examine your child's absences and the reasons for the absences in an effort to improve attendance and to develop a Student Attendance Improvement Plan (SAIP) Additional unexcused absences that accrue after the SAIC is held and a Student Attendance Improvement Plan is developed may result in a referral to Children and Youth Services or the filing of a citation in Magisterial District Court for which penalties may be imposed against you and/or your child. A child who is habitually truant is prohibited from transferring during the school year to a cyber charter school unless a judge determines that the transfer is in the best interest of the child. ~~If (Student Name) accumulates three (3) additional days of unlawful/unexcused absences or the equivalent, a School Improvement Conference will be required and there will be a referral to Children and Youth as well. If (Student Name), after working with the School Improvement Plan, accumulates three (3) additional days of unlawful/unexcused absences or the equivalent, it could lead to notification to the Magisterial District Judge.~~

In addition, any absences of ten (10) cumulative days will require a written excuse that indicates (Student Name) was seen by a doctor or medical practitioner. Enclosed are the penalties for violation of compulsory attendance requirements.

If you have any questions, please call my office at (Telephone) or the guidance office at (Telephone) so that we may work together to ensure (Student's Name)'s educational success.

Sincerely,

(Principal, Assistant Principal, or Attendance Officer)

Enclosure: Penalties for Violations, Resources

Cc: Guidance Counselor

Student File

Policy 204-AR-2 — Letter For Second Unlawful/Unexcused Absence Printed 8/5/2026

Policy Number	204-AR-2
Title	Letter For Second Unlawful/Unexcused Absence
Adopted	8/12/2013
Revised	8/9/2017
Version	v1 · 7/31/2026 · DRAFT

Letter For Second Unlawful/Unexcused Absence

204-AR-2. LETTER FOR SECOND UNLAWFUL/UNEXCUSED ABSENCE

Date

Parent/Guardian

Name Address

City, PA ZIP Code

Dear (Parent's/Guardian's Name):

This letter is to inform you that (Student Name) was absent as unlawful/unexcused from school on (Date). This is the second unlawful/unexcused absence this year. Attendance requirements are meant to benefit your child's educational experience. I appreciate your cooperation in trying to improve your child's school attendance and in helping complete missed assignments on those occasions when (Student Name) must be absent.

If (Student Name) accumulates one (1) additional day of unlawful absences or the equivalent, your child will be considered truant, as defined by the Pennsylvania School Code. You may request a School Attendance Improvement Conference at that time to explore possible solutions to your child's unlawful/unexcused absences.~~the district and parent/guardian will meet to develop a School Attendance Improvement Plan. Commonwealth of~~

Pennsylvania law and School Board policy require that every child of compulsory school age attend school daily. A child must present a written excuse from the parent/guardian or medical practitioner within three (3) school days of an absence or the absence will be counted as illegal.

As per the Pennsylvania School Code, should your child accumulate six (6) unlawful/unexcused absences during this school year, your child will be considered habitually truant. The District will offer by advance written notice a School Attendance Improvement Conference (SAIC), unless one was already held. The purpose of this SAIC is to examine your child's absences and the reasons for the absences in an effort to improve attendance and to develop a Student Attendance Improvement Plan (SAIP). Additional unexcused absences that accrue after the SAIC is held and a Student Attendance Improvement Plan is developed may result in a referral to Children and Youth Services or the filing of a citation in Magisterial District Court for which penalties may be imposed against you and/or your child.

A child who is habitually truant is prohibited from transferring during the school year to a cyber charter school unless a judge determines that the transfer is in the best interest of the child.

I strongly encourage you to contact the (Assistant Principal's or Guidance Office) to discuss ways to ensure your child's school attendance. ~~Continued unlawful/unexcused absences could lead to notification to the Magisterial District Judge, as well as a referral to the County Children and Youth Agency.~~ You may request a School Attendance Improvement Conference at this time to explore possible solutions to your child's unlawful/unexcused absences. If you have any questions, please call my office at (Telephone).

Sincerely,

(Principal, Assistant Principal, or Attendance Officer)

Enclosure: Penalties for Violations

Resources

Cc: Guidance Counselor

Student File

Book	Policy Manual
Section	200 Students
Title	Letter For Third Unlawful/Unexcused Absence
Number	204-AR-3
Status	Active
Last Revised	August 12, 2013

204-AR-3. LETTER FOR THIRD UNLAWFUL/UNEXCUSED ABSENCE

Date

Parent/Guardian Name
Address
City, PA ZIP Code

OFFICIAL NOTICE OF CHILD'S ILLEGAL/UNEXCUSED ABSENCE

Dear (Parent's/Guardian's Name):

This letter is to officially notify you that (Student Name) has been absent from school without a lawful excuse on the following dates: (Date 1, Date 2, and Date 3, etc.). This is the third unexcused absence for the [insert year] school year. These absences are unlawful and, therefore, constitute a violation of the compulsory attendance provisions of the Pennsylvania Public S School Code. (24 P.S. 13-1327).

TThis letter serves as notice that your child, as defined by the Pennsylvania School Code, is considered truant.

You are therefore notified of your child's repeated unlawful absences and strongly encouraged to ensure that your child receives no subsequent unlawful/unexcused absences. The series of unexcused absences constitutes a summary offense under the Public School Code for which penalties may be imposed against you as parent or guardian. Act 138 provides for a $300 fine and allows the court to impose parent education classes with your daughter or son and community service sentences for parents of a truant child who do not show that they took reasonable steps to ensure the child's school attendance. Act 138 also provides that truant students lose their driver's license for ninety (90) days for the first offense, and six (6) months for the second offense.

Be advised that the process for development of a School Attendance Improvement Plan for your child has now begun. Your participation, which requires your participation in a School Attendance Improvement Conference is strongly encouraged. However, be advised that your failure or refusal to participate in the conference will not prevent the District from proceeding. If your child is unlawfully absent again, a proceeding will be initiated against you before a Magisterial District Judge.As per the Pennsylvania School Code, should your child accumulate six (6) unlawful/unexcused absences during this school year, your child will be considered habitually truant. The District will offer by advance written notice a School Attendance Improvement Conference (SAIC), unless one was already held. The purpose of this SAIC is to examine your child's absences and the reasons for the absences in an effort to improve attendance and to develop a Student Attendance Improvement Plan (SAIP). Additional unexcused absences that accrue after the SAIC is held and a SAIP is developed may result in a referral to a school based or community based attendance improvement program, a referral to Children and

youth agency for services or possible disposition of your child as a dependent child or the filing of a citation in Magisterial District Court for which penalties may be imposed against you and/or your child.

A child who is habitually truant is prohibited from transferring during the school year to a cyber charter school unless a judge determines that the transfer is in the best interest of the child.

Enclosed please find resources available to assist you and your child with returning to compliant compulsory school attendance and opportunities for further academic recovery in response to your child's truant behavior.

Should you have any questions, please contact me at (Telephone Number)/

Sincerely,
(Principal, Assistant Principal, or Attendance Officer)

Enclosure: Penalties for Violations
Resources

Cc: Principal/Assistant Principal
Guidance Counselor
Student File

Book	Policy Manual
Section	200 Students
Title	Letter For Ten Excused/Unlawful/Unexcused Absences (Doctor's Note Required)
Number	204-AR-4
Status	Active

204AR4. LETTER FOR TEN EXCUSED/UNLAWFUL/UNEXCUSED ABSENCES (DOCTOR'S NOTE REQUIRED)

Date

Parent/Guardian Name
Address
City, PA ZIP Code

Dear (Parent's/Guardian's Name):

This letter is to follow-up on our earlier correspondence concerning your child's absences from school. Our attendance records indicate that as of this date, your son/daughter has accumulated ~~more than~~ ten (10) or more absences. Students who are absent for eighteen (18) days or more during the school year are considered to be chronically absent.

We strongly believe that a high percentage of absences from school can have a serious negative impact on a child's academic performance. While we do not want pupils to attend school when they are ill, we do want them to come to school on all other days. Therefore, policies have been established by the Parkland Board of School Directors in conjunction with the Pennsylvania State Compulsory Attendance Law. For additional information, please refer to Policy 204 (Attendance) on the district website.

If a student has a chronic health condition, they may be eligible for accommodations as a student with disabilities. These accommodations could be evaluated through the school district and are governed by federal and state laws. Further information can be found on the following web site: http://www.pacode.com/secure/data/022/chapter15/chap15toc.html or by calling your child's guidance counselor.

As a result of these absences, from this day forward a physician's excuse will be required for any and all future absences. If a physician's excuse is not submitted within three (3) school days, each absence will be declared "unexcused/illegal" with resulting penalties. A School Attendance Improvement Conference will be scheduled with your child's guidance counselor to develop a School Attendance Improvement Plan to improve your child's school attendance.

We look forward to working with you to improve your child's attendance. Please contact us if there is any way that we can assist in this process. Thank you in advance for your support and cooperation.

Sincerely,
(Principal, Assistant Principal, or Attendance Officer)

Enclosure: Penalties for Violations

Cc: Principal
Guidance Counselor
Student File

Book	Policy Manual
Section	200 Students
Title	Letter For More Than 18 Excused/Unlawful/Unexcused Absences (Doctor's Note Required)
Number	204-AR-5
Status	Active
Last Revised	August 12, 2013

204-AR-5. LETTER FOR MORE THAN 18 EXCUSED/UNLAWFUL/UNEXCUSED ABSENCES (DOCTOR'S NOTE REQUIRED)

Date

Parent/Guardian Name
Address
City, PA ZIP Code

Dear (Parent's/Guardian's Name):

This letter is to follow-up on our earlier correspondence concerning your child's absences from school. Our attendance records indicate that as of this date, your ~~son/daughter~~child has accumulated more than eighteen (18) absences.

We strongly believe that a high percentage of absences from school can have a serious negative impact on a child's academic performance. While we do not want pupils to attend school when they are ill, we do want them to come to school on all other days. Therefore, policies have been established by the Parkland Board of School Directors in conjunction with the Pennsylvania ~~State~~ Compulsory School Attendance Law. For additional information, please refer to Policy 204 (Attendance) on the district website.

If a student has a chronic health condition, they may be eligible for accommodations as student with disabilities. These accommodations could be evaluated through the school district and are governed by federal and state laws. Further information can be found on the following web site: http://www.pacode.com/secure/data/022/chapter15/chap15toc.html or by calling your child's guidance counselor.

As a result of these absences, from this day forward a physician's excuse will be required for any and all future absences. If a physician's excuse is not submitted within three (3) school days, each absence will be declared "unexcused/illegal" with resulting penalties. ~~A School Attendance Improvement Conference will be scheduled with your child's guidance counselor to develop a School Attendance Improvement Plan to improve your child's school attendance.~~

We look forward to working with you to improve your child's attendance. Please contact us if there is any way that we can assist in this process. Thank you in advance for your support and cooperation.

Sincerely,
(Principal, Assistant Principal, or Attendance Officer)

Enclosure: Penalties for Violations

Cc: Principal
Guidance
Counselor
Student File

Policy 204-AR-7 — Compulsory Attendance - Handling Unexcused/Illegal Absences Printed 8/6/2026

Policy Number	204-AR-7
Title	Compulsory Attendance - Handling Unexcused/Illegal Absences
Adopted	8/9/2017
Version	v1 · 8/6/2026 · DRAFT

Compulsory Attendance - Handling Unexcused/Illegal Absences

204-AR-7. COMPULSORY ATTENDANCE – HANDLING UNEXCUSED/ILLEGAL ABSENCES

The following is the procedure which attendance officers will follow when handling attendance issues:

- First unlawful/unexcused absence—*Letter for First Unlawful/Unexcused Absence* is sent to parent/guardian (See template letter 204 AR-1)
- Second unlawful/unexcused absence—*Letter for Second Unlawful/Unexcused Absence* is sent to parent/guardian (See template letter 204-AR-2)
- Third unlawful/unexcused absence—*Letter for Third Unlawful/Unexcused Absence* is sent to parent/guardian (See template letter 204-AR-3)
    - School Attendance Improvement Conference is scheduled to develop a School Attendance Improvement Plan.
- Fourth unlawful/unexcused absence ~~(must be three days after the School Attendance Improvement Conference)~~—a referral is made to Lehigh County Children and Youth for assignment to a parenting program.
- Sixth unlawful/unexcused absence—student is deemed habitually truant and a referral is submitted to the Magisterial District Judge.

Policy saved — content, tracked changes, comments

Policy 237 — Electronic Devices

Printed 8/7/2026

Policy Number	237
Title	Electronic Devices
Adopted	9/17/2002
Revised	7/19/2022
Version	v1 · 8/7/2026 · DRAFT

Electronic Devices

Purpose

The Board recognizes that mobile phones and electronic devices are now an integral part of the daily lives and culture of many of the district's students. Nonetheless, the Board believes that students should have an educational environment free from unnecessary disruptions and distractions. The Board has determined that the presence of mobile phones and electronic devices has the potential to distract students from their educational mission and to otherwise disrupt the educational environment.

Authority

The Board adopts this policy to help maintain ~~support~~ an educational environment that is ~~orderly,~~ safe and secure and free from distractions for its students, while aiming to permit students to reasonably and responsibly utilize electronic devices ~~mobile technology~~.[1]

Definition

Electronic devices shall include, but are not limited to, ~~any personal communication device including~~ mobile telephones, ~~and~~ smartphones, smartwatches, wearable technology, smart glasses, augmented reality (AR) or virtual reality (VR) devices, artificial intelligence-enabled devices, earbuds or headphones capable of wireless communications, tablets, laptops, e-readers, gaming devices, personal assistants, cameras, audio or video recording devices, laser printers, and any other personal devices capable of recording, storing, transmitting, receiving, processing, displaying, or accessing digital information or communications. ~~; any device that can capture still images or movies; any device that can record, store, display, transmit, edit or receive calls, texts, data or images, audio or video, operate online applications; any device that can provide a connection to the Internet (whether wireless or wired); laptops and tablet computers; electronic gaming systems; pagers; e-readers; and laser pointers.~~

Guidelines

Recording/Livestreaming Prohibited

~~The Board prohibits the **possession of** laser pointers and telephone paging device/beeper by any student in district buildings and on district property, including on district buses and vehicles; and at activities, sponsored, supervised, or sanctioned by the district. A school administrator may grant an exception to this specific prohibition when a student is a member of a volunteer ambulance, fire, or rescue squad or where the student has a medical condition that necessitates the use of a paging device/beeper.~~

The Board prohibits all students from any use of electronic devices in locker rooms, bathrooms, and other changing areas.

Students shall not ~~The Board prohibits the~~ use of electronic devices to ~~take~~ photograph~~s~~, ~~or to~~ record, ~~or~~ livestream, broadcast or otherwise capture or distribute audio, ~~or~~ video, images or other information concerning students, District employees, classrooms, instructional activities or any school-sponsored activity or event that is not open to the general public without the prior authorization of the building administrator, supervising employee, or as otherwise authorized for instructional purposes. ~~at any time during the school day or at any school-sponsored event that is not open to the general public, unless the building administrator has authorized the photograph/video/livestream or recording by giving written consent, unless the use is authorized for educational purposes as outlined below. **During the school day** includes the time while students are engaged in remote instruction, even if students are not physically in a school district building.~~

This prohibition applies whether the class, activity, or event takes place in person or remotely, including during virtual instruction, remote learning days, or video-based class sessions. This provision applies regardless of whether the student is physically present in a District building.

Wearable Devices

Students may be required by District employees to remove, silence, secure, or temporarily surrender, or temporarily surrender wearable electronic devices whenever reasonably necessary to protect academic integrity, student privacy, safety, or the orderly operation of school activities.

Elementary School

The Board prohibits the use of any electronic devices by any elementary school student while in district buildings, on district property and grounds ~~including on district buses~~, and at school-sponsored activities. An electronic device that is possessed by any student in school buildings or on district property must remain powered off and kept out of sight at all times except as follows below.

Nothing in this policy shall affect the ability of the building administrator or his/her designee to grant approval for the use of an electronic device by a student because of a student's urgent health or safety needs, or in the event of an emergency.

Nothing in this policy shall affect the provision or use of an electronic device as stated in an Individualized Education Program (IEP) or Section 504 Service Agreement. [2] [3]

Middle School

The Board prohibits the use of any electronic devices by any Middle School student during instructional times during the school day (from the beginning of 1st period until the end of the last period), which includes homeroom and study halls, except that students may use electronic devices during instructional times for instructional purposes if and only if, they have the prior permission of the teacher or building administrator to do so.

Middle school students may use electronic devices on school premises before school, after school, while awaiting District transportation, or at other times designated by the building principal, provided such use complies with this policy.

~~The Board prohibits the **use of** any electronic devices by any middle school student while in district buildings, on district property and grounds including on district buses, and at school-sponsored activities except as follows below. An electronic device that is possessed by any student in school buildings or on district property must remain powered off and kept out of sight at all times except as follows below.~~

~~*Exception*~~

1. ~~Students participating in after-school activities may use mobile phones under the following conditions:~~
   a. ~~The mobile phone must remain off during the after-school activity.~~
   b. ~~The mobile phone may be turned on and used when authorized by the activity advisor, coach, or building administrator to make brief telephone calls to a parent/guardian, or other person providing transportation to the student.~~
2. ~~Students may use electronic devices in the classroom during the school day for instructional purposes if, and only if, they have the prior permission of the teacher or building administrator to do so.~~

1.

Nothing in this policy shall affect the ability of the building administrator or his/her designee to grant approval for the use of an electronic device by a student because of a student's urgent health or safety needs, or in the event of an emergency.

Nothing in this policy shall affect the provision or use of an electronic device as stated in an Individualized Education Program (IEP) or Section 504 Service Agreement. [2] [3]

High School

The Board prohibits the use of any electronic devices by any high school student during instructional times during the school day (from the beginning of 1st period until the end of last period), which includes homeroom and study halls, except that students may use electronic devices during instructional times for instructional purposes if, and only if, they have the prior permission of the teacher or building administrator to do so.

Students in the high school are permitted to use electronic devices during non-instructional times including lunch periods, before school hours, after school hours, and between classes, so long as such use does not:

1. Disrupt school activities or instruction.
2. Violate any other Board or school policies.
3. Violate state or federal law.
4. Violate any of the prohibitions set forth elsewhere in this policy.

~~If an electronic device utilizes the district's Internet connection, the district's Acceptable Use Policy applies and is incorporated herein by reference.[4]~~

~~Advisors and coaches of extracurricular activities shall have discretion to regulate and limit the use of electronic devices by high school students while participating in sports or extracurricular activities, and school sponsored trips.[5][6]~~

Nothing in this policy shall affect the ability of the building administrator or his/her designee to grant approval for the use of an electronic device by a student because of a student's urgent health or safety needs, or in the event of an emergency.

Nothing in this policy shall affect the provision or use of an electronic device as stated in an Individualized Education Program (IEP) or Section 504 Service Agreement. [2] [3]

Use on District Transportation
Notwithstanding the grade-level restrictions above, students may use electronic devices while riding District transportation provided that such use does not, in the judgement of the bus driver or school administration:

- Create a safety concern
- Distract the driver
- Violate any other District policy
- Photograph or record others without authorization, or
- Disrupt the safe transportation environment

Additional Provisions

If an electronic device utilizes the District's internet connection, the School District's Acceptable Use Policy applies and is incorporated herein by reference.

Coaches, advisors, trip chaperones and other staff supervising extracurricular activities may establish more restrictive limitations regarding the possession, wearing, or use of electronic devices whenever they reasonably determine it is necessary for the safety, supervision, team expectations, student privacy, or the educational purposes of the activity.

Academic Integrity

Electronic devices may not be used to obtain, access, generate, receive, transmit or communicate answers or assistance with any assessment, examination, quiz or other academic activity where such assistance has not been authorized by the teacher.

Loss or Damage to Electronic Devices

Students are solely responsible for the safe storage of any personal electronic devices that they choose to bring to school, even if the device is stored in a pouch or container provived by the District. The ~~d~~District shall not be liable or responsible for the loss or damage to any electronic devices that a student brings to school, extracurricular activities, to school-sponsored events or trips, or from the confiscation of an electronic devices as the result of a policy violation.

Student Responsibility for Data Charges

No student shall be required to provide a personal electronic device as a condition of receiving educational instruction. If any student chooses to utilize such a device pursuant to this policy, the student and parent(s)/guardian(s) assume full responsibility for any phone or data charges that may result from such use.

Limitation on Technical Support

District information technology staff may not provide technical assistance to students for their personal devices. However, this policy shall not prohibit district information technology staff from providing general instructions for the configuration of such devices to access or connect to district-owned technology resources.

Confiscation and Penalties ~~for Violations~~

District employees may require students to silence, secure, or put away electronic devices whenever reasonably necessary to maintain safety, instructional effectiveness, student privacy, or the orderly operation of school activities.

The Board further authorizes building administrators, teachers, and security personnel to confiscate a student's electronic devices when used in violation of this policy. All confiscated electronic devices shall be delivered promptly to the building administrator's office. Confiscated devices shall be returned to the student at the end of the school day for a first offense and only to a parent/guardian for a second or subsequent ~~any~~ offense. [7] [8] [9]

Building administrators may impose additional disciplinary sanctions against students for violations of this policy, including suspensions from school or recommendations for expulsion from school as warranted by the specific facts and circumstances in a particular case. [7] [9]

Development of Administrative Regulations

The Superintendent or his/her designee may develop administrative regulations to implement this policy. The Superintendent shall ensure that students are made aware of this policy and any administrative regulations by means of each school's student handbook, the district website, or other reasonable means of written communication.

Footnotes

[1] 24 P.S. 510
palegis.us
palegis.us
Legal Reference
View source

[2] Pol. 103.1
Policy Reference
Open policy

[3] Pol. 113
Policy Reference
Open policy

[7] Pol. 218
Policy Reference
Open policy

[8] Pol. 226
Policy Reference
Open policy

[9] Pol. 233
Policy Reference
Open policy

Policy 815.4 — Electronic Searches

Printed 8/5/2026

Policy Number	815.4
Title	Electronic Searches
Version	v1 · 7/30/2026

Electronic Searches

Purpose

The Board recognizes that many facets of modern technology hold private details such as photographs, communications, health information, internet browsing history, and financial information that most individuals want to keep confidential.

The purpose of this policy is to establish guidelines for the search and seizure of electronic devices and online communications in the school district in order to maintain a safe and secure learning environment for all students, staff, and visitors while complying with the District's legal obligations. This policy applies to all electronic devices and online communications owned, operated, or controlled by the school district, as well as to personal devices and online communications that are used on school property or in connection with school-related activities.

Delegation of Responsibility

The Superintendent is responsible for the overall implementation and enforcement of this policy.

The Director of Technology is responsible for overseeing the technical aspects of electronic searches and ensuring that they are conducted in compliance with this policy and applicable laws and regulations.

Building Principals are responsible for enforcing this policy within their respective buildings and ensuring that staff and students are aware of the policy

Definitions

District technology resources - means all technology owned, operated, and/or licensed by the District, including computers, projectors, televisions, video and sound systems, mobile devices, calculators, scanners, printers, cameras, portable hard drives, hardware, software, accounts, applications, routers, and networks, including the Internet.

Electronic device - Any device that can be used for storing, transmitting, or receiving electronic communications, including but not limited to computers, laptops, tablets, smartphones, and servers.

Electronic Search - the examination, inspection, or retrieval of electronic data, content, or information stored on or transmitted through District technology resources or electronic devices, including but not limit to the examination of e-mails, files, photographs, videos, devices usage, and browsing history, conducted by authorized school personnel for legitimate educational or administrative purposes.

Online communication - Any communication that is transmitted or received electronically, including but not limited to email, instant messaging, social media, text messaging and any other electronic means of exchanging information.

Reasonable suspicion - A belief that is based on specific facts and articulable circumstances that would lead a reasonable person to conclude that a particular individual is involved in conduct that violates the law, the rules of the school, or school district policy.

Guidelines

Privacy

The District reserves the right to monitor any user's utilization of District technology resources. Users have no expectation of privacy while using District technology resources whether on or off District property. The District may monitor, inspect, copy, and review any and all usage of District technology resources including information transmitted and received via the internet to ensure compliance with this and other District policies, and state and federal law. All e-mails and messages sent through District technology resources, as well as any files stored on District technology resources, may be inspected at any time for any reason. The District may decrypt and inspect encrypted internet traffic and communications to ensure compliance with this policy and federal law.

Procedure for Searching District Technology Resources

The building principal, or other authorized administrator, shall submit a written request to the Director of Technology for authorization to search a specific electronic device or account. The request shall include the specific facts and circumstances that form the basis for the reasonable suspicion that the electronic device or account contains evidence of a violation of the law, the rules of the school, or school district policy.

The Director of Technology shall review the request and determine whether there is reasonable suspicion to authorize the search. If the Director of Technology determines that there is not reasonable suspicion, the request shall be denied and the matter shall be closed.

Electronic searches of District technology resources may also be authorized by the Director of Technology based upon reasonable suspicion that the electronic device or account contains evidence of a violation of the law or the rules of the school. Reasonable suspicion includes notifications of suspicious content from monitoring software, or notification from staff or administrators of suspicious activity.

If the Director of Technology authorizes the search, the search shall be conducted in accordance with this policy and applicable laws and regulations. If the Director of Technology has authorized a search of a district device, all staff, students, and administrators shall promptly produce such devices upon request to the Director of Technology.

The Director of Technology shall take reasonable steps to preserve the integrity of the electronic device or account prior to and during the search.

The Director of Technology shall conduct the search in a manner that minimizes the intrusion on any individual's limited privacy rights, without jeopardizing the integrity of the search. The search must be proportionate to the specific articulable facts that caused the reasonable suspicion.

The Director of Technology shall document the search, including the specific electronic device or account searched, the date and time of the search, and the reason for the search.

Any evidence of a violation of the law, the rules of the school, or school district policy discovered during the search shall be turned over to the appropriate law enforcement or school officials, who shall determine whether further action is necessary.

Supervising Students Engaged in Online Learning

Administrators and teachers responsible for supervising students engaged in online learning may monitor students' online activities including log in times, internet browsing history, device usage, and other online activities. Such monitoring shall not be considered a search subject to the guidelines above, but rather constitutes routine monitoring of students in their learning environment.

Supervising Students Engaged in Classroom Learning

Administrators and teachers responsible for supervising students engaged in classroom learning may monitor students classroom behavior, including the online activities of student in their classroom. They may also review application data and file version histories to ensure academic integrity. Such monitoring shall not be considered a search subject to the guidelines above, but rather constitutes routine monitoring of students in their learning environment.

Using Geolocation Tools

Only the Director of Technology can approve the use of geolocation features to identify the precise location of an electronic device owned by the school district. Geolocation is authorized whenever the Director of Technology is notified that a device is missing or stolen. The Director of Technology may approve the use of geolocation for other legitimate governmental purposes with approval by the Superintendent.

Procedure for Reviewing Surveillance Footage

The building principal or his/her designee shall submit a written request to the Director of Technology or his/her designee for the video surveillance footage. The request shall include the specific date and time of the footage needed, the specific location of the camera(s), and the reason(s) for the request.

The Director of Technology shall verify that the requested footage exists and is available for viewing.

The Director of Technology shall make a copy of the requested footage and save it to a secure location, but not within a student's cumulative file.

The Director of Technology shall provide the building principal or his/her designee with access to the requested footage.

The building principal or his/her designee shall review the footage and determine whether any further action is necessary.

Only authorized personnel shall have access to the video surveillance footage and it shall not be shared or distributed without prior approval from the Superintendent or his/her designee.

In the case of litigation, the Director of Technology shall coordinate with the solicitor or special counsel to determine the surveillance content required by counsel.

Sharing Surveillance Footage with Law Enforcement

The building principal or his/her designee may share video surveillance with law enforcement upon receipt of a subpoena, search warrant, or upon a request by law enforcement detailing reasonable suspicion that the video contains evidence of a violation of the law.

Video surveillance may also be shared with law enforcement in conjunction with a referral from the District to law enforcement of illegal conduct believed to have been committed on school district property or at a school sponsored activity.

Procedure for Searching E-mail Archiver:

1. The building principal or administrative staff member shall submit a request to the Superintendent or his/her designee for authorization to search a specific e-mail account or accounts through the e-mail archiver.

   The request shall include the specific facts and circumstances that form the basis for the reasonable suspicion that the e-mail account is being used in manner that violates the law or school district policy.

   The Superintendent or his/her designee shall review the request and determine whether there is reasonable suspicion to authorize the search.

   If the Superintendent or his/her designee authorizes the search, the Director of Technology shall conduct the search in accordance with this policy and applicable laws and regulations.

2. In the case of a Right to Know request, the open records officer shall submit a copy of the Right to Know request to the Director of Technology, along with the proposed search terms and/or accounts to be searched. The open records officer and Director of Technology shall collaborate on search terms, including consulting with counsel when necessary, prior to the search being conducted.
3. In the case of litigation, the Director of Technology shall coordinate with the solicitor or special counsel to determine the search terms and the content required by the District's counsel.

Searching a Student's Personal Electronic Device

A student's personal electronic device is subject to seizure for violating school district policy 237 Electronic Devices, and any such devices shall be delivered promptly to the building administrator's office.

A student's personal electronic device may be searched by the building administrator, or by the Director of Technology, only upon articulable reasonable suspicion that the search will uncover evidence that this pupil has violated the law or school district policy. Such searches include, but are not limited to, suspected harassment, bullying, threats, illegal drug use and/or distribution, and distribution of pornographic images while in school or a school sponsored activity.

Where the building administrator is aware of illegal conduct, the building administrator shall not conduct the search and shall secure the electronic device temporarily and make a referral to law enforcement who would then conduct such a search.

Where an administrator seeks to search a student device and the device is protected by a passcode or biometric lock, the administrator shall seek consent from the student or his/her parent to access the contents of the device.

Should the student refuse to consent, the building administrator may inform the student that they shall either unlock the device, or will be prohibited from possessing any electronic devices on school property for a period of time determined by the administrator.

The scope of any such search of a student's personal electronic device is limited to the areas where evidence is reasonably suspected. The search shall be conducted in a manner that minimizes the intrusion on the student's privacy.

Exigency Exception

In the event of an urgent emergency posing a threat to the safety, security, or well-being of individuals within the school community or the integrity of school property, an exigency exception to this electronic search policy may be invoked.

Under such emergency circumstances, school administrators or security personnel may conduct electronic searches without following the guidelines above.

This exception allows for swift action to mitigate risks and address imminent danger to the district and school community.

While the exigency exception grants broader authorization for electronic searches, such searches must remain proportionate to the exigent circumstances and are conducted with due regard for students' limited privacy rights. All actions taken under the exigency exception must be documented promptly and reported promptly to the Superintendent.

Development of Administrative Guidelines

The Superintendent or his/her designee may develop administrative guidelines to implement this policy. The Superintendent shall ensure that all students and employees are made aware of this policy and any administrative guidelines by means of the employee and student handbooks, the school district website, or other reasonable means.

Policy and Finance: Overview of Changes to Policy and ARs August 10, 2026		
204	**Attendance**	Policy 204 and its related ARs were updated to address new requirements of PA School Code 24 PS Sec 13-1333 which requires informing the person in parental relation that a student who becomes habitually truant may not transfer during the school year to a cyber charter school unless it is determined to be in the best interest of the student by a judge. In addition, it requires that resources be made available to assist the student and person in parental relation with returning the student to compulsory school attendance and opportunities204-AR-0 for academic recovery.
204-AR-0	**Compulsory Attendance – Unexcused Absences**	
204-AR-1	**Letter For First Unlawful – Unexcused Absence**	
204-AR-2	**Letter For Second Unlawful- Unexcused Absence**	
204-AR-3	**Letter For Third Unlawful/Unexcused Absence**	
204-AR-4	**Letter For Ten Excused/Unlawful/Unexcused Absences (Doctor's Note Required)**	

204-AR-5	**Letter For More than 18 Unexcused/Unlawful/Unexcused Absences (Doctor's Note Required)**	
204-AR-7	**Compulsory Attendance – Handling Unexcused/Illegal Absences**	
237	**Electronic Devices**	This policy is being updated for the first time in four years. Changes include updating the definition of Electronic Devices and the subsequent guidelines for their use in schools at various grade levels.
815.4	**Electronic Searches**	This is a new policy which addresses the need to establish guidelines for the search and seizure of electronic devices and online communications in the school district to maintain a safe and secure learning environment.

2026-27 School Code
PK-12 Implementation Guide

Phase 1: Immediate Implementation (July 2026)

Provision	Summary	Effective Date
Section 1511.2 Pennsylvania Seal of Biliteracy	The new law establishes the Pennsylvania Seal of Biliteracy in state law. PDE must establish criteria and a toolkit for school entities to award the Seal to graduating high school students who demonstrate proficiency in English and at least one other world language. For the purposes of this law, a school entity is a school district, intermediate unit, area career and technical school, charter school, cyber charter school, or regional charter school. Beginning with SY 2026-27, school entities that award the Seal of Biliteracy: • Must note the Seal on the student's high school transcript if the student meets the criteria; and • Report data for the prior school year to PDE beginning October 31, 2027, and by October 31 each year thereafter. PDE must submit an annual report on the efficacy of the seal to the General Assembly beginning December 1, 2027.	SY 2026-27
Section 1327.2 Cyber Charter Attendance	A cyber charter student who does not complete the required weekly benchmark shall receive an absence under the cyber charter school attendance policy. The prior option to impose an alternative consequence is removed.	Applies to benchmark policies approved for SY 2026-27
Section 1218.2 Permit for Classroom Monitors	The Classroom Monitor Permit program is revised as follows: • School entities may use qualified classroom monitors to supervise students using lessons planned and developed by a professional or temporary employee assigned to the classroom. • Monitors may not plan instruction, create or grade student work, or remain in the same	July 1, 2026 – June 30, 2029

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Provision	Summary	Effective Date
	assignment for more than 20 cumulative school days. • Classroom monitors must have at least 60 college credits or three years as a currently employed paraprofessional and all, required background clearances; be age 25 or older; and complete PDE-approved classroom management training through an intermediate unit. • School entities must report classroom monitor permit data to PDE by June 30, 2027, and each June 30 thereafter. School entities must continue ensuring that students with disabilities receive a free appropriate public education (FAPE).	
Section 742.1 Lead Testing	Beginning with the 2026-27 school year, school facilities where children attend school may test drinking water annually for lead. Results above 0.005 mg/L require an immediate exposure-prevention plan and alternative drinking water. A school entity that does not test must discuss lead issues at a public meeting. Results above 0.005 mg/L must be reported to PDE for public posting.	SY 2026-27
Sections 701-A and 702-A Public School Facilities Inventory	Article VII-A School Facilities charges PDE with collecting information from each school entity for each public school. PDE will establish a form and process for collecting the required data by April 1, 2027. Schools will have until December 31, 2027, to submit. The law defines "athletic facility," "public school facility," "school entity," and "department". Athletic facilities are specifically included within the definition of public school facilities subject to inventory. Data points include ownership, address, grade configuration, enrollment and 10-year projections, building capacity, facility type, square footage, acreage, ownership versus lease status, maintenance responsibility, building age, and major renovations. Inventory updates are required every five years and whenever there are significant changes in ownership, occupancy, use, closures, or major damage.	Immediate

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Provision	Summary	Effective Date
Section 1327.4 School District Virtual Wellness Checks	The law requires school districts to conduct weekly wellness checks for students receiving full-time virtual instruction through the school district's virtual program for the full school year. School districts must visibly see and communicate in real time with each full-time virtual student at least once during each instructional week of three or more instructional days. The law establishes outreach, written notice, conference, in-person follow-up, mandated reporting, policy posting, documentation, and enforcement requirements.	SY 2026-27
Section 1333 Procedure for When a Child Is Truant	A habitually truant student may not transfer to a cyber charter school during the school year unless a judge determines it is in the educational best interest of the student. The law establishes procedural requirements for educational best interest hearing. When determining the educational best interest of a student, the judge must consider numerous factors, including attendance, grades, prior enrollment history, safety concerns, bullying, mental health, trauma, academic programming, disciplinary history, family support, and the student's likelihood of success in the proposed educational setting.	Immediate
Section 1333.2 Truancy Citation Hearings	The law updates procedures after a truancy citation is filed. Hearings that result from the filing of a truancy citation must include the student's current school and a parent or person in parental relation residing with the student. Hearings must be conducted in person unless two-way simultaneous communication is authorized under court rules.	Immediate
Sections 1301-B and 1303.1-A Bullying and Cyberbullying	The law revises bullying/cyberbullying policy and implementation procedures. Every school entity must maintain a bullying and cyberbullying policy that identifies the appropriate staff member to receive reports, promptly investigate every reported incident, and promptly notify parents or guardians of all students involved after a determination is made. Policies must be posted on the school's website and available in every classroom, displayed prominently within each school building, reviewed with students within 90 days after adoption and annually thereafter, reviewed by the	Immediate

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Provision	Summary	Effective Date
	school entity every three years, and submitted annually to PDE with information describing prevention, intervention, and education efforts. The law also adds statutory definitions for "artificial intelligence-generated or modified media," and “cyberbullying”. School entities (school districts, intermediate units, career and technical centers, charter school entities) may continue applying their policies to off-campus conduct that substantially affects the school environment.	
Section 1306-B School Safety and Mental Health Grants	PCCD is authorized to use up to $8.3M of unexpended, uncommitted money from the School Safety and Security Fund to train school employees, school safety coordinators, security personnel and threat assessment teams and provide technical assistance to schools. PCCD is allocated the following for grants to schools: • $100M plus 75% of unexpended, uncommitted money from the School Safety and Security Fund for school safety and mental health grants to public schools; and • $20.7M for targeted school safety grants for nonpublic schools. Schools can use school safety grant funding to purchase automatic external defibrillators (AEDs) and to pay for AED training.	Immediate
Sections 1309-B, 1310-B and 1316-B School Safety & Security Training	School safety coordinators’ duties and required school safety training are expanded to address suicide and cyberbullying awareness and prevention.	Immediate
Section 1322-B School Mapping Services	This new section establishes procurement and data-security requirements for contracts for school mapping services that utilize state funds. Public and nonpublic schools using state funding for mapping services must follow statutory standards governing mapping data, provider capabilities, law-enforcement access, data security, breach notification, and related contracting requirements.	Immediate
Sections 1402, 1408 and 1512.1	The law revises body mass index (BMI) communication, reporting, and instructional practices.	Immediate

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Provision	Summary	Effective Date
Health Services and BMI	For school screening purposes, student height and weight may only be collected by a school nurse or other health care practitioner. Parents or guardians may request an exemption in writing and school entities must notify parents and guardians of the process by which to request an exemption. BMI calculations are limited to state reporting purposes. BMI data submitted to the PA Department of Health must exclude personally identifiable information. Schools may not provide a student's BMI to the student or parent without written parent/guardian permission. BMI may not be calculated as part of academic instruction (including Physical Education or Health classes) and the calculation must be performed by a school nurse or other health care practitioner employed by the school entity for that sole purpose. Any collection of height and weight for instruction must be confidential.	
Section 1426 Eating Disorder Awareness	Schools must make state-developed eating disorder resources available to students and families. PDE and the PA Department of Health must develop age-appropriate resources. At a minimum, school entities (school districts, intermediate units, career and technical centers, and charter school entities) must annually post these resources online for students in grades 6-12, parents. State materials must be updated at least every five years.	Immediate
Section 1504.1 Implementing Later School Start Times	The new section establishes a process for school districts to implement later school start times. A school district considering later start times must post the proposal online, solicit community comment at two public meetings, and, if adopted, report the new start time and implementation funding source to PDE.	Immediate
Section 1551 Personal Financial Literacy	A rigorous course with targeted personal financial literacy content may satisfy the statutory requirement even when the financial literacy content is embedded within another course and does not itself equal to 0.5 credit. A rigorous course of study is defined as an academically rigorous college-level course, including Advanced Placement (AP), International Baccalaureate (IB), Cambridge International, dual credit, or a concentrated career and technical education (CTE) program. Schools should review	Immediate

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Provision	Summary	Effective Date
	high school course alignment with the personal financial literacy requirement.	
Section 1511-D and 1515-D PreK Counts Programs	Intermediate units are eligible to serve as a PreK Counts Program provider; and approved PreK Counts Programs may provide either a minimum of 180 days or 900 hours of prekindergarten instruction for a full day program/450 hour for half-day program.	Immediate
Section 1723-A Cyber Enrollment and Habitual Truancy	Before enrolling a student in a cyber charter school after the school year begins, the cyber charter must confirm the student is not habitually truant and request the student's attendance/truancy record from the student's prior school. No later than five (5) business days after receiving the cyber charter school's written request, the student's prior school entity or nonpublic school shall provide the cyber charter school with the student's attendance and truancy record. A cyber charter school may not enroll a student who is habitually truant during the current school year or receive payment from the student's school district of residence unless a judge determines the transfer is in the educational best interest of the child.	Immediate
Section 1743-A Cyber Charter School Requirements	Prior to a new student's first day at the cyber charter school and annually for all students**,** a cyber charter school must provide the student's parent or guardian with information regarding courses, standardized testing, anticipated meetings, contact information, extracurricular activities, school policies, and the academic calendar. The information provided now also must include the school's wellness check policy, wellness review conference information, and resources supporting compulsory attendance.	Immediate
Section 1748-A Cyber Charter Enrollment and Residence Verification	**Initial Enrollment Notification:** Within 10 days of a student's enrollment, the cyber charter school must notify the student's school district of residence using the PDE Charter School Enrollment Form. For students enrolling between July 1 and September 15, this notification satisfies the annual residency notification requirement for that school year. **Annual Proof of District Residency:** Cyber charter schools are responsible for ensuring the Cyber Charter School Annual District Residency Verification	Immediate

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Provision	Summary	Effective Date
	Form and proof of residence are received from each student's parent/guardian and for transmitting that information to the student's school district of residence. Each year, cyber charter schools must: • Notify parents/guardians between July 1 and September 15 that they must submit the PDE-developed Cyber Charter School Annual District Residency Verification Form and proof of residence to the cyber charter school by September 30. The notification must include a link to the form and submission instructions; • Collect completed forms and proof of residence from parents/guardians by September 30; and • Submit the completed form and proof of residence to the student's school district of residence by October 15. **Returning Students Without Residency Verification:** If a returning student's parent/guardian does not submit the required residency verification documentation by November 15, the cyber charter school may submit a PDE-developed Cyber Charter School Alternate Residency Notification Form with supporting residency information and documentation of at least five attempts to contact the parent/guardian, including at least one attempt through certified mail. If a school district does not agree that the student is a resident of the district, the district may use the appeal process outlined in the law. **Tuition Payments:** A school district may withhold tuition payments, and PDE will not process cyber charter tuition deductions, until the required residency documentation is received. After compliant documentation is submitted, any outstanding tuition payments must be made within 30 days for the period of the student's enrollment. **Students identified as homeless under the McKinney-Vento Act are not required to provide a home address or annual proof of residency.**	

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Provision	Summary	Effective Date
Section 1748.1-A Cyber Student Wellness Checks	The law revises the process and timelines that cyber charter schools must follow when conducting weekly student wellness checks. Cyber charter schools must submit a wellness check policy to PDE by March 1 each year for approval and post the approved policy on the school website.	Immediate
Section 1859 Temporary CTE Waiver	Beginning with SY2026-27 and continuing through SY2028-29 (three years), CTE students may, but are not required to, complete their approved CTE programs before grade 12. Schools should review their local CTE program sequencing and student options.	SY 2026-27 – SY 2028-29
Section 1703-D Disability Inclusive Curriculum Pilot	The Disability Inclusive Curriculum Pilot Program is extended through the 2028-29 school year.	Immediate

Phase 2: Fall 2026

Provision	Summary	Effective Date
Section 1333 Truancy Notices and Educational Best Interest Hearings	The law updates truancy notification requirements and establishes educational best interest hearings before certain students can transfer to cyber charter schools. Beginning October 10, 2026, notices issued after a student's third unexcused absence must now include: • Resources available to improve attendance and academic recovery; • Notice that habitually truant students may not transfer to a cyber charter school during the school year without judicial approval; and • A standardized notice developed by the Administrative Office of Pennsylvania Courts (AOPC), in consultation with PDE, explaining how to request an educational best interest hearing. The statute creates procedures allowing a parent or a student aged 15 or older to request an educational best interest hearing before a citation is filed. A judge must hold the educational best interest hearing	October 10, 2026

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	within 10 days of receiving the hearing request or citation, and the student's current school is required to attend the hearing. The hearing venue must be based on the location of the school that the student currently attends or based on the student's residence, if the student is enrolled in a cyber charter school. Hearings must be conducted in person unless two-way simultaneous communication is authorized under court rules.	
Section 1506 FIDs and Remote/Virtual Days	The law requires all public schools to report to PDE how they use Flexible Instructional Days (FIDs) and other remote/virtual days each year beginning with SY2026-27. **Before finalizing the 2027-2028 school calendar**, and each year thereafter, public schools must discuss the planned use of flexible instructional days and other remote or virtual instructional days at an open meeting.	Reporting begins in SY 2026-27 Public meeting must be held prior to SY 2027-28

Phase 3: Winter 2026-June 2027

Provision	Summary	Effective Date
Sections 1310-B and 1316-B School Safety Training Standards	PCCD's School Safety and Security Committee must develop suicide and cyberbullying awareness and prevention training standards.	January 8, 2027
Section 1205.2 Professional Education	Professional educators certified and employed in another state may submit continuing education credits or hours approved by that state to maintain an active Pennsylvania certificate, subject to PDE review for comparability. If an educator moves out of Pennsylvania, PDE must notify them of this option.	January 8, 2027
Sections 1327.4 and 1748.1-A Annual Wellness Check Policies	School districts operating full-time virtual programs must adopt and post their annual wellness check policy by March 1 of each year. Cyber charter schools must submit their wellness check policy to PDE for approval by March 1 annually. Once approved, the cyber charter school shall post the policy on its website.	March 1, 2027, and annually thereafter (for SY 2027-28 and beyond)

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Provision	Summary	Effective Date
Section 121.2 Standardized Testing Study	The Legislative Budget and Finance Committee must conduct a study of standardized testing and federal accountability requirements and post its findings by June 9, 2027.	June 9, 2027
Section 1218.2 Classroom Monitor Reporting	School entities must report classroom monitor permit data to PDE by June 30, 2027, and each June 30 thereafter. Annual reporting requirements include the number of classroom monitors used, days of service, and substitute compensation rates.	June 30, 2027, and annually thereafter
Section 1506 FIDs and Remote/Virtual Days	Schools must report annual use of FIDs and other remote/virtual days to PDE in the form and manner prescribed by the department.	July 31, 2027, and annually thereafter
Section 1303.1-A Bullying and Cyberbullying	Schools must revise and implement their bullying/cyberbullying policies and reporting procedures. Every school entity must submit annually to PDE the information describing prevention, intervention, and education efforts.	July 31, 2027, and annually thereafter

Phase 4: 2027-28 School Year and Later

Provision	Summary	Effective Date
Sections 1205.5 and 1217 Professional Education and Leadership Standards	The law updates professional education and leadership compliance practices by expanding the definition of "school or system leader" to include Superintendents serving under Commission Qualification Letters and those serving as Assistant Career and Technical Directors. These school or system leaders, as defined, are now subject to leadership continuing education requirements.	July 1, 2027
Section 1512.2 Daily Recess	School entities must build recess into elementary schedules by the start of SY2027-28. School entities must provide at least 30 minutes of recess each full school day for full-day kindergarten through grade 5 and at least 15 minutes for half-day kindergarten. Lunch may not be shortened to provide recess. If instructional time is reduced, reductions must be proportionate across tested and non-tested subjects. For purposes of this section, school entities include school districts, intermediate units, area career and technical schools, charter schools or regional charter schools.	SY 2027-28

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Provision	Summary	Effective Date
Section 702-A Public School Facility Inventory Submission	Public schools have until December 31, 2027, to submit the statutory information required for the new school facilities inventory administered by PDE.	December 31, 2027, and every five years thereafter
Section 1511.2 Pennsylvania Seal of Biliteracy	School entities that award the Seal of Biliteracy must report data for the prior school year to PDE by October 31, 2027, and by October 31 each year thereafter. Students who are awarded the Seal of Biliteracy must have the seal noted on their transcripts beginning with SY 2026-2027.	October 31, 2027, and annually every year thereafter
Sections 1423.1 and 1423.3 AED/CPR Requirements	No later than May 13, 2029, each school entity and nonpublic school shall ensure: • Instruction in CPR and the use of an AED is available on school premises at least once every two years to employees and volunteers; • At least one individual trained and certified in the use of an AED and CPR is present in each school building during each school day; and • Each school nurse or designee, coach of an athletic activity, marching band director, physical education teacher and athletic trainer within each school entity receives instruction in the use of an AED and CPR; • Each AED location has individuals trained and certified in CPR and the use of an AED; and • Each AED is properly tested and maintained in accordance with the manufacturer's operational guidelines and the most recent minimum specifications by the PA Department of Health. Each school entity and nonpublic school that participates in interscholastic athletics also must ensure that the individuals trained in the use of an AED have access to the AED on the premises of the school entity and nonpublic school; and that AEDs are readily accessible for students participating in interscholastic athletics and practices.	No later than May 13, 2029

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