

Committee as a Whole

Tuesday, September 8, 2026 6:00 PM

Parkland Administration Center, 1210 Springhouse Road, Allentown, PA 18104

1. Call to Order

2. Academics, Arts and Athletics Updates

Speaker (s) : Ms. Carol
Facchiano

2.1. Affiliation Agreements

2.1.1. Marywood University

2.1.2. Indiana University of Pennsylvania

2.2. Out-of-State and Overnight Field Trips

2.3. Student Agreements

2.3.1. Parent Transportation Agreements

2.4. Transperfect Translation Services Proposal

Speaker (s) : Mr. James
Moniz

2.5. Summer School Update

Speaker (s) : Mr. James
Moniz

2.6. District Communications Update: Apptegy

Speaker (s) : Mrs.
Nicole Mehta McGalla

2.7. Informational Item

3. Facilities and Operations Updates

Speaker (s) : Mr. Jay
Rohatgi

3.1. OMS Site Gravity Sewer

3.2. Approval of Bids for Kernsville Wastewater Treatment Upgrades

3.3. HS Project Update

3.4. Fuel Bid Update

4. Policy and Finance Updates

Speaker (s) : Mr. Chris
Pirrotta

4.1. 2027-2028 Budget Timeline

4.2. Real Estate Tax Collections

4.3. Staffing Update

Speaker (s) : Dr.
Timothy Chorones

5. Superintendent Update

5.1. PSBA Elections

5.2. PSBA Insurance Trustees

5.3. PSBA School Board Secretaries Forum

5.4. PASA/PSBA Conference

6. **Public Comment**

7. **Adjournment**

7.1. Next Committee of the Whole Meeting



IUP EDUCATOR & CLINICIAN PREPARATION FIELD EXPERIENCE AGREEMENT

This agreement (the "Agreement") establishes the relationship by and between Indiana University of Pennsylvania (referred to as the "University"), an educational institution in the State System of Higher Education, Commonwealth of Pennsylvania and [Parkland School District](#) (referred to as the "Organization"). University and Organization may hereinafter be collectively referred to as the "Parties" or individually as a Party". This Agreement is entered into by and between the Parties on 12th day of August, 2026 (the "Effective Date").

The University offers degree programs in a wide variety of disciplines, which are academically enhanced by practical experiences outside of the traditional classroom setting (referred to as "IUP field experience").

The Organization is able to provide practical experience pursuant to the terms of this agreement and serve as an IUP field experience site offering facilities, resources, and supervision to students.

Both parties agree to the following:

I. Duties and Responsibilities of the University

1. The University shall determine eligibility for students registering in an IUP field experience for academic credit (hereinafter referred to as "Student(s)"). Students must have the appropriate educational background and skills required for participation in the IUP field experience. The University shall assume full responsibility for the classroom and classroom education of the Students. The University shall be responsible for the administration of the IUP field experience, the curriculum content, and the requirements for matriculation, grading and graduation.
2. The University shall determine the amount of academic credit to be earned through the IUP field experience and establish all academic requirements that the Student must meet to earn the credit. The University shall establish a grading system and criteria to earn the grade upon completion of the IUP field experience.
3. The University will assign a faculty member to monitor and evaluate the Student's performance during the IUP field experience and be responsible for all costs associated with faculty supervision of the Student.
4. Upon notification by the Organization of failure of the Student to comply with University guidelines and procedures for the field experience program, the University may remove the Student from the IUP field experience.
5. The Organization 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 insurance documentation. 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.

6. During a Student's participation in the IUP field experience, University shall be responsible to ensure that Students procure and maintain professional liability insurance at their own expense and ensure that Student adhere to the requirements hereunder. A Student may not participate in the IUP field experience until they procure and maintain professional liability insurance at their own expense and provide documentation to the University as required in this Paragraph. Limits of the policy shall be at a minimum of \$1,000,000.00 per claim and \$3,000,000.00 in the aggregate. This policy must remain in full force and effect for the duration of the Student's participation in the IUP field experience. Students shall be responsible to provide Organization with a certificate of insurance consistent with these requirements, naming the Organization as an additional insured for the duration of the Student's participation in the IUP field experience. If any of the above coverages maintained are written on a claims-made basis, then upon termination of such coverage the insured shall provide Organization 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. At all times during a Student's participation in the IUP field experience, the Student shall be 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 Organization 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.
7. For and in consideration of placement of Students with Organization cooperating teachers, the University agrees to pay to each cooperating teacher selected to guide the Student's experience a stipend as outlined by the Pennsylvania State System of Higher Education's Board of Governors Policy 1988-04. This stipend is in addition to the regular salary paid by the School District. In accord with the aforementioned Policy 1988-04, compensation is not extended to district teachers working with University students in pre-clinical, practicum field experiences.
8. University shall take all reasonably necessary steps to ensure that Students comply with all Organization policies, laws governing the Organization, and the Organization's guidelines and legal requirements during Student's participation in the IUP field experience, including but not limited to: (1) 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, and providing copies of all such consents, the form of which the Organization will provide to the University, to the Organization prior to a Student's participation in the IUP field experience; and (2) maintaining at all times during the term of this Agreement, copies of criminal history record information and child abuse clearances, pursuant to 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 Student.
9. Prior to a Student's participation in the IUP field experience, the University shall provide the Organization with copies of a Student's criminal history record information and child abuse clearances, pursuant to the Pennsylvania School Code 24 P.S. § 1-111 and the Child Protective Services Law, 23 Pa.C.S.A. § 6301 et seq., said record to be no more than one (1) year old. The Organization retains the right to reasonably request updated criminal history record information and/or child abuse clearances for any individual performing services under the terms of this



Agreement. “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 University’s submission of the criminal history record information and/or child abuse clearance to Organization. The University further agrees that it shall notify the Organization immediately upon becoming aware that any individuals for whom the University previously provided recent criminal history record information and/or child abuse clearances, 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. The University shall notify the Organization of such an arrest, conviction, or founded or indicated child abuse report within seventy-two (72) hours of the University’s knowledge of such arrest, conviction, or founded or indicated child abuse report.

10. The University’s Teacher Education Office may designate a faculty member to serve as a liaison between the Parties who will meet periodically with representatives of the Organization in order to discuss, plan and evaluate the experience of the Student(s).
11. Students will provide all currently required background clearances (Act 114, Act 34, Act 151, Act 24, ACT 126 and TB test) to their educator preparation program. This educator preparation program is responsible for maintaining a copy of all clearances. Students will retain the original of all clearances. Students placed in non-school setting(s) will acquire clearances as specified by the discipline. If a Student is also an employee of the Organization, said Student shall certify to the University that Student has completed all required clearances.

II. Duties and Responsibilities of the Organization

1. The Organization agrees to prepare an IUP field experience description that outlines the duties and responsibilities of the Student. The University will use this document to determine the suitability of the IUP field experience for academic credit.
2. The Organization agrees to notify the University of any IUP field experience requirements, such as background investigations, drug testing, and health screenings prior to the start of the experience.
3. The Organization reserves the right to select Students based on the Organization’s needs and preferences.
4. The Organization may determine the schedule that the Student will maintain on premises.
5. The Organization acknowledges it will not be compensated by the University for the IUP field experience, and the Organization shall be solely responsible for determining the amount of compensation, if any, received by the Student. The Organization will inform the University if the Student will receive an hourly wage, stipend or if they will serve in a non-paid capacity.
6. The Organization agrees to provide suitable space and resources for the Student to complete the IUP field experience assignment. The Organization will provide orientation, training, and mentoring.
7. The Organization shall provide either a cooperating teacher who will mentor Student activities during the IUP field experience.
8. The Organization shall provide mutually agreed upon information on a Student’s IUP field experience.



9. The Organization agrees to make reasonable accommodation to the University's request for a faculty site visit during a student's IUP field experience.
10. Should the Organization become dissatisfied with the performance of a Student, the Organization may request the IUP field experience be terminated. If for any reasons the IUP field experience should be terminated, the Organization should notify the University. Failure to abide by any Organization policy, law, procedure or guideline may result in removal from the IUP field experience. The Organization shall have the authority to immediately remove a Student who fails to comply with its policies and procedures and/or any applicable law. If such a removal occurs, the Organization shall immediately contact the applicable University personnel. The University and Organization will assure that the Student has been provided due process.
11. For Teacher Education placements, 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 experience and have been in his/her current assignment for a minimum of one (1) year.

III. Mutual Terms and Conditions

1. The Parties shall mutually agree upon the number of candidates that shall be assigned to the Organization for the IUP field experience.
2. Unless sooner terminated pursuant to the terms of this Agreement, the term of this Agreement shall be for a period of five (5) years from the Effective Date. Either Party may terminate this agreement with ninety (90) days' notice. In the event of a substantial breach, either Party may terminate this Agreement immediately upon written notice. Should the Organization wish to terminate the Agreement without cause and prior to the completion of a semester/term, any Students participating in the IUP field experience at that time will have the opportunity to complete their IUP field experience, except as otherwise set forth herein. Termination shall not affect the rights and/or obligations which have accrued prior to the effective date of termination.
3. The Parties 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.
4. 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, national origin, Title VII of the Civil Rights Act of 1964 in regard to sex, race, color, national origin, and religion, Title IX of the Education Amendments of 1972 in regards to sex and other applicable laws, as well as the provisions of the Americans with Disabilities Act. The Parties agree to cooperate with the each other in their respective investigation of claims of discrimination or harassment.
5. The Organization shall report any incident of which the Organization becomes aware in which a Student is the victim of sexual assault, dating violence, domestic violence, stalking or sexual harassment to the University Title IX Coordinator, Phone: (724)-357-3402, title-ix@iup.edu. In such event, Organization shall identify resources, such as medical care and counselling that



are available to any Student who has been the victim of sexual assault, dating violence, domestic violence or stalking.

6. The laws of the Commonwealth of Pennsylvania in effect as of the date of this Agreement shall govern this Agreement.
7. The relationship between the Parties to this Agreement to each other is that of independent contractors. The relationship of the Parties to this Agreement with 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 Students, employees, agents, and/or representatives, 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 the Organization. As such, University and its Students, employees, agents, and/or representatives are not entitled to the benefits provided by Organization to its employees, including, but not limited to, group insurance, pension plan enrollment, vacation, leaves of absence, workers' compensation insurance or unemployment compensation insurance. However, University agrees to comply with all Pennsylvania and federal laws and regulations which apply to Organization as applicable and legally relevant to the obligations to be performed by University and its Students under this Agreement, and any internal policies or procedures of Organization enacted to comply with said state and federal laws and regulations.
8. Neither of the Parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the Parties do not waive any defense as a result of entering into this agreement. 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 agreement. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University. Nothing in this Agreement shall be construed to waive or reduce the immunities from civil liability granted by or to enlarge the limitations on immunity imposed by the Political Subdivision Tort Claims Act. The protections and immunities provided by the Political Subdivision Torts Claims Act are expressly not waived by the Organization. The obligations set forth in this Paragraph shall survive termination of the Agreement.
9. This Agreement represents the entire understanding between the Parties. No other prior or contemporaneous oral or written understandings or promises exist in regard to this relationship. This Agreement supersedes any other agreements, restrictions, representations, or warranties, if any, between the two Parties hereto with regard to the subject matter contained herein. This Agreement shall only be modified in writing with the same formality as the original agreement.
10. The Parties warrant and represent that the individuals signing this Agreement are authorized to bind the University and the Organization to the terms and conditions contained in the Agreement. For the purpose of this Agreement, a copy of the Party's original signature shall be considered to be an original signature; and as such shall be sufficient to bind such Parties.
11. This Agreement is non-assignable and non-transferrable. Any attempt by either Party to assign its obligations hereunder shall be void.
12. 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.

13. 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.
14. 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.
15. No Party to this Agreement shall be responsible to the other Party for non-performance or delay in performance of the terms or conditions of this Agreement due to acts of God, pandemics, epidemics, acts of government, war, riots, strikes, accidents and transportation, or other causes beyond the reasonable control of such Party.
16. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all such counterparts shall constitute but one and the same agreement.
17. 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:
 - If to the University:
 - Indiana University of Pennsylvania
 - Office of Educator Preparation Programs
 - 104 Stouffer Hall, Indiana, PA 15701
 - ATTN: Samantha LoPiccolo, Clinical Services Specialist
 - If to the Organization:
 - Parkland School District,
 - 1210 Springhouse Road, Allentown, PA 18104
 - ATTN: Dr. Michelle Minotti, Assistant Superintendent

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.



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

Indiana University of
Pennsylvania

Parkland School District

Dr. Lara Luetkehans

Date

Authorized Signature

Date

Provost & Vice President of
Academic Affairs

Mr. David J. Hein, School Board President

Print Name/Title

For IUP

For Organization

Teacher Education Office

Parkland School District

104 Stouffer Hall, Indiana, PA 15705

Organization Name
1210 Springhouse Rd. Allentown, PA 18104

724-357-2485

Organization Address
610-351-5503

Organization Phone and Email Address

EFFECTIVE DATE OF AGREEMENT is the date of last signature.

Approved as to form and legality:

University Legal Counsel

Date: _____



AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (“Agreement”) is made this day of 2026, by and between **Marywood University**, Scranton, Pennsylvania, a nonprofit, religious and educational organization incorporated under the laws of the Commonwealth of Pennsylvania (“UNIVERSITY”) and **Parkland School District**, with a business address of 1210 Springhouse Road, Allentown, PA 18104 (“FACILITY”). UNIVERSITY and FACILITY may individually be referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, UNIVERSITY provides a Nutrition and Dietetics program to its students enrolled in such program, which requires its students to participate in a clinical experience; and

WHEREAS, FACILITY agrees to make its facilities available to UNIVERSITY and its students necessary to provide clinical experience to its students (the “Program”). This Agreement provides for clinical practicum experience for student enrolled in UNIVERSITY’s Nutrition and Dietetics approved certification program(s) (“Student(s)”); and

WHEREAS, the Parties are desirous to establish a relationship, pursuant to the provisions of this Agreement, whereby Students participate in the Program on the FACILITY’s premises.

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

DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY:

1. 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 FACILITY. Only Students who have satisfactorily completed the prerequisite portion of their curriculum will be selected for participation in the Program. UNIVERSITY shall retain ultimate responsibility for academic affairs and the education and evaluation of Students.

2. UNIVERSITY shall assign only Student's whose courses and experiences shall be considered necessary by UNIVERSITY and Facility for safe and effective practice in the Program.
3. UNIVERSITY shall provide, as a program director, a registered dietitian who shall oversee the assignment, instruction and evaluation of Students enrolled in the Program.
4. UNIVERSITY shall provide FACILITY with the name(s) of the Student(s) and guidelines/curricula/forms necessary for the Program prior to the arrival of the Student(s) and shall notify FACILITY of any change in schedule or assignments as soon as possible.
5. At all times during the term of this Agreement, UNIVERSITY shall secure and maintain, at its sole expense, professional liability insurance coverage covering all acts taken pursuant to this agreement. The limits of such policy shall be a minimum of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Such policy must remain in full force and effect for the full duration of the term of this Agreement. UNIVERSITY shall provide FACILITY with a certificate of insurance evidencing all insurance coverage required by this Agreement and naming FACILITY as an additional insured. No such policies of insurance may be reduced, cancelled, or non-renewed during the term of this Agreement. If any of the above coverages maintained by UNIVERSITY are written on a claims-made basis, then upon termination of such coverage, UNIVERSITY shall provide FACILITY with evidence of "tail" coverage and/or an "extended reporting period" of sufficient duration for Marywood's reasonably foreseeable exposures to loss and/or liabilities arising from this Agreement. The requirements of this Paragraph shall remain in full force and effect during the term of this Agreement.
6. UNIVERSITY shall present evidence to FACILITY that each Student has on record a current physical examination, which is acceptable to FACILITY, and require Students to maintain adequate health insurance throughout their participation in the Program, proof of which shall be furnished to the FACILITY upon request.
7. UNIVERSITY shall take all reasonably necessary steps to ensure that Students comply with their responsibilities under this Agreement. UNIVERSITY shall advise each Student of his or her obligation to abide by the policies and procedures of FACILITY and should any Student fail to abide by any policy and/or procedure, he or she may be expelled from the Program. UNIVERSITY shall take all reasonably necessary steps to ensure Student comply with FACILITY's, laws governing FACILITY, and FACILITY guidelines and legal requirements during the Program, including but not limited to: (1) the Child Protective Services Law and corresponding FACILITY Policy; (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 FACILITY 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. UNIVERSITY agrees to review with each Student, prior to their assignment, any and all applicable policies, codes or confidentiality issues related to the Program.

8. At the commencement of this Agreement, and prior to a Student's participation in the Program, UNIVERSITY shall provide FACILITY with copies of criminal history record information and child abuse clearances, pursuant to Act 34 and Act 151/33, as amended, said record to be no more than one (1) year old, for each Student participating in the Program. UNIVERSITY retains the right to reasonably request updated criminal history record information and/or child abuse clearances for Students 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 UNIVERSITY's submission of the criminal history record information and/or child abuse clearance to FACILITY. UNIVERSITY further agrees that it shall notify FACILITY immediately upon becoming aware that any Students participating in the Program 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 FACILITY of such an arrest, conviction, or founded or indicated child abuse report of the Student within seventy-two (72) hours of the UNIVERSITY's knowledge of such arrest, conviction, or founded or indicated child abuse report.
9. UNIVERSITY shall ensure that Students comply with their obligations under FERPA and their obligations to protect the confidentiality of FACILITY's students' records, including but not limited to the following obligations:
 - Student's shall not place, put or write any identifiers pertaining to FACILITY's students in any academic document.
 - Students shall not disclose or communicate, in any manner, any of the FACILITY's students' health or educational information/records. At all relevant times, Students will protect any and all protected educational and health information and treat it as strictly confidential.
10. UNIVERSITY agrees that FACILITY will not be responsible for any financial remuneration to the Students, UNIVERSITY faculty, or UNIVERSITY's program director.

DUTIES AND RESPONSIBILITIES OF FACILITY:

1. FACILITY shall provide Students with a general orientation to the philosophy, purposes, and services of FACILITY.
2. FACILITY agrees that the Students' participation in the Program will be free of charge to the UNIVERSITY and Student(s).

MUTUAL TERMS AND CONDITIONS:

1. UNIVERSITY and FACILITY will communicate at least once a month to review and discuss the Program.
2. That major changes in UNIVERSITY's educational program or the Program on FACILITY's premises, which may affect a Student's participation in the Program, shall be communicated to the other Party as soon as reasonably possible.

3. The Parties agree that Student(s) shall be subject to FACILITY's rules, regulations, policies, and procedures of at all relevant times during the term of this Agreement and during a Student's participation in the Program.
4. Neither Party shall discriminate against any person because of ancestry, age, color, disability, national or ethnic origin, gender identity or expression, sexual preference or orientation, genetic information, ancestry, marital or familial status, veteran status, race, religious creed, sex, or other status protected by federal and state law. Both Parties further agree to comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1972, Section 504 of the Rehabilitation Act of 1973 as amended, and the Americans with Disabilities Act of 1990.
5. The term of this Agreement shall be five (5) years, commencing on the Effective Date ("Term"). Thereafter, this Agreement shall terminate, unless terminated earlier pursuant to the Termination provision contained herein. Nothing shall preclude the Parties from agreeing to renew or extend the Term of this Agreement after the five-year initial term period. In the event the Parties wish to renew or extend this Agreement, the Parties shall enter into a written agreement reflecting the renewal/extension time-period.
6. Either Party may terminate this Agreement at any time without cause upon at least ninety (90) days' prior written notice. Notwithstanding the ninety (90) day notice provision, either Party may terminate this Agreement, at any time, if the other Party materially breaches this Agreement, but only if such failure shall have continued for a period of ten (10) days after receipt of written notice of the breach by the other Party. In the event of termination, the Parties shall cooperate and use their best efforts to allow those Students enrolled in the Program at the time of termination to complete clinical experiences in progress. Should FACILITY 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, except for when a Student is excluded from participation for failing to comply with FACILITY's policies and procedures and/or this Agreement is terminated as a result of failure to comply with FACILITY's policies and procedures.
7. UNIVERSITY shall indemnify, defend and hold harmless the FACILITY and its officers, directors, agents and employees from and against third party claims, damages and expenses, including, but not limited, to reasonable attorneys' fees and defense costs ("Losses"), solely to the extent arising out of the gross negligence or willful misconduct of UNIVERSITY, including its officers directors, employees, representatives, assigns and agents. FACILITY shall indemnify, defend and hold harmless UNIVERSITY and its officers, directors, agents and employees from and against Losses, solely to the extent arising out of the gross negligence or willful misconduct of FACILITY, including its officers, directors, employees, representatives, and agents. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist. In no event will either party be required to indemnify or hold harmless the other for the other's negligence, gross negligence or willful misconduct. Notwithstanding the foregoing, (a) each party shall advise the other party in writing of any claims, notices or other information received by it or of which it becomes aware for which such party will seek indemnification hereunder, in such time and manner as not to impair or prejudice the ability of the indemnifying party to defend such claims or investigate such notice, (b) each party shall provide the indemnifying party with the cooperation and assistance necessary to defend such claim requested by the

indemnifying party, and (c) neither party shall settle or compromise any claim admitting the fault, liability or negligence of the other party without the other party's prior written consent, which shall not be unreasonably withheld or delayed. However, in no event shall FACILITY'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 FACILITY. The obligations set forth in this paragraph shall survive the termination of this Agreement

MISCELLANEOUS PROVISIONS:

(a) **Confidentiality.** Each Party agrees not to disclose the other Party's confidential information to any person other than employees or Students who have a need to know the information in order to perform their obligations under this Agreement.

(b) **Independent Contractor.** The Parties agree that their relationship is at all times that of independent contractors, and not that of an employee, partner, agent or joint venturer. Students who will be assigned to the FACILITY under this Agreement will in no event become nor be considered employees or agents of FACILITY. The relationship of the parties to this Agreement shall not be construed to constitute a partnership, joint venture, or any other relationship, other than that of independent contractors. Notwithstanding anything herein to the contrary, the Parties acknowledge and agree that the Students, while participating in the Program, are not employees of FACILITY, and are not entitled to the benefits provided by FACILITY to its employees, including, but not limited to, group insurance, pension plan enrollment, vacation, leaves of absence, workers' compensation insurance or unemployment compensation insurance. Notwithstanding anything herein to the contrary, UNIVERSITY shall indemnify, save, and hold harmless FACILITY for any and all claims, actions, and expenses, including court costs and reasonable attorneys' fees, and against all liabilities, losses, damages, suits, actions, fines, penalties, or demands of any kind arising out of or in any way connected with the allegation or assertion that a Student is an employee of FACILITY and/or entitled to any of the benefits to which a FACILITY employee would be entitled, including workers' compensation.

(c) **Advertising.** No Party shall use the other's name or logo in any descriptive or promotional literature or communication of any kind without the other's prior written approval.

(d) **Assignment.** Neither Party may assign or delegate this Agreement or any interest herein or responsibility hereunder without prior written consent of the other Party.

(e) **Waiver.** Failure by either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provisions nor of the right of that Party to enforce each and every provision.

(f) **Severability.** If any provision of this Agreement is as a matter of law unenforceable,

then such provision shall be deemed to be deleted, and this Agreement shall otherwise remain in full force and effect.

(g) Entire Agreement. Both Parties agree that this Agreement represents the entire understanding of the Parties with respect to the subject matter covered and supersedes and nullifies any previous agreements regarding the subject matter covered between the Parties.

(h) Modification. This Agreement shall only be modified in writing with the same formality as the original Agreement.

(i) Captions. The captions to the sections in this Agreement are included for convenience only and are not intended to and shall not be deemed to modify or explain any of the terms of this Agreement.

(j) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to principles of choice of law.

(k) 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.

(l) NOTICES. All notices or other communications required or permitted under this Agreement, unless otherwise stated, shall be deemed duly given if in writing and delivered personally or sent by reputable overnight courier service (with package tracking capability) or certified mail, return receipt requested, first-class postage prepaid, addressed as follows:

If to FACILITY:

And a copy to:

If to UNIVERSITY:

Jessica Bodzio, MS, RDN, LDN
Dietetic Internship/Graduate Program
Director
Marywood University
2300 Adams Avenue
Scranton, Pennsylvania 18509

And a copy to:

Dr. Shelby W. Yeager, PhD, MEd, LAT,
ATC, CSCS
Academic Vice President
Dean of the College of Health Sciences
Marywood University
2300 Adams Avenue, LAC 200
Scranton, Pennsylvania 18509

Notices will be deemed given on the date of delivery. Either Party may change its notice address by giving the other ten (10) days prior written notice of such change.

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

FACILITY: _____

By: _____

Print: _____

Title: _____

Date: _____

MARYWOOD UNIVERSITY

By: _____

Dr. Shelby W. Yeager, PhD, MEd, LAT,
ATC, CSCS

Title: Academic Vice President/Dean of
the College of Health Sciences

Date: _____



AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (“Agreement”) is made this day of 2026, by and between **Marywood University**, Scranton, Pennsylvania, a nonprofit, religious and educational organization incorporated under the laws of the Commonwealth of Pennsylvania (“UNIVERSITY”) and **Parkland School District**, with a business address of 1210 Springhouse Road, Allentown, PA 18104 (“FACILITY”). UNIVERSITY and FACILITY may individually be referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, UNIVERSITY provides a Nutrition and Dietetics program to its students enrolled in such program, which requires its students to participate in a clinical experience; and

WHEREAS, FACILITY agrees to make its facilities available to UNIVERSITY and its students necessary to provide clinical experience to its students (the “Program”). This Agreement provides for clinical practicum experience for student enrolled in UNIVERSITY’s Nutrition and Dietetics approved certification program(s) (“Student(s)”); and

WHEREAS, the Parties are desirous to establish a relationship, pursuant to the provisions of this Agreement, whereby Students participate in the Program on the FACILITY’s premises.

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

DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY:

1. 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 FACILITY. Only Students who have satisfactorily completed the prerequisite portion of their curriculum will be selected for participation in the Program. UNIVERSITY shall retain ultimate responsibility for academic affairs and the education and evaluation of Students.

2. UNIVERSITY shall assign only Student's whose courses and experiences shall be considered necessary by UNIVERSITY and Facility for safe and effective practice in the Program.
3. UNIVERSITY shall provide, as a program director, a registered dietitian who shall oversee the assignment, instruction and evaluation of Students enrolled in the Program.
4. UNIVERSITY shall provide FACILITY with the name(s) of the Student(s) and guidelines/curricula/forms necessary for the Program prior to the arrival of the Student(s) and shall notify FACILITY of any change in schedule or assignments as soon as possible.
5. At all times during the term of this Agreement, UNIVERSITY shall secure and maintain, at its sole expense, professional liability insurance coverage covering all acts taken pursuant to this agreement. The limits of such policy shall be a minimum of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Such policy must remain in full force and effect for the full duration of the term of this Agreement. UNIVERSITY shall provide FACILITY with a certificate of insurance evidencing all insurance coverage required by this Agreement and naming FACILITY as an additional insured. No such policies of insurance may be reduced, cancelled, or non-renewed during the term of this Agreement. If any of the above coverages maintained by UNIVERSITY are written on a claims-made basis, then upon termination of such coverage, UNIVERSITY shall provide FACILITY with evidence of "tail" coverage and/or an "extended reporting period" of sufficient duration for Marywood's reasonably foreseeable exposures to loss and/or liabilities arising from this Agreement. The requirements of this Paragraph shall remain in full force and effect during the term of this Agreement.
6. UNIVERSITY shall present evidence to FACILITY that each Student has on record a current physical examination, which is acceptable to FACILITY, and require Students to maintain adequate health insurance throughout their participation in the Program, proof of which shall be furnished to the FACILITY upon request.
7. UNIVERSITY shall take all reasonably necessary steps to ensure that Students comply with their responsibilities under this Agreement. UNIVERSITY shall advise each Student of his or her obligation to abide by the policies and procedures of FACILITY and should any Student fail to abide by any policy and/or procedure, he or she may be expelled from the Program. UNIVERSITY shall take all reasonably necessary steps to ensure Student comply with FACILITY's, laws governing FACILITY, and FACILITY guidelines and legal requirements during the Program, including but not limited to: (1) the Child Protective Services Law and corresponding FACILITY Policy; (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 FACILITY 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. UNIVERSITY agrees to review with each Student, prior to their assignment, any and all applicable policies, codes or confidentiality issues related to the Program.

8. At the commencement of this Agreement, and prior to a Student's participation in the Program, UNIVERSITY shall provide FACILITY with copies of criminal history record information and child abuse clearances, pursuant to Act 34 and Act 151/33, as amended, said record to be no more than one (1) year old, for each Student participating in the Program. UNIVERSITY retains the right to reasonably request updated criminal history record information and/or child abuse clearances for Students 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 UNIVERSITY's submission of the criminal history record information and/or child abuse clearance to FACILITY. UNIVERSITY further agrees that it shall notify FACILITY immediately upon becoming aware that any Students participating in the Program 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 FACILITY of such an arrest, conviction, or founded or indicated child abuse report of the Student within seventy-two (72) hours of the UNIVERSITY's knowledge of such arrest, conviction, or founded or indicated child abuse report.
9. UNIVERSITY shall ensure that Students comply with their obligations under FERPA and their obligations to protect the confidentiality of FACILITY's students' records, including but not limited to the following obligations:
 - Student's shall not place, put or write any identifiers pertaining to FACILITY's students in any academic document.
 - Students shall not disclose or communicate, in any manner, any of the FACILITY's students' health or educational information/records. At all relevant times, Students will protect any and all protected educational and health information and treat it as strictly confidential.
10. UNIVERSITY agrees that FACILITY will not be responsible for any financial remuneration to the Students, UNIVERSITY faculty, or UNIVERSITY's program director.

DUTIES AND RESPONSIBILITIES OF FACILITY:

1. FACILITY shall provide Students with a general orientation to the philosophy, purposes, and services of FACILITY.
2. FACILITY agrees that the Students' participation in the Program will be free of charge to the UNIVERSITY and Student(s).

MUTUAL TERMS AND CONDITIONS:

1. UNIVERSITY and FACILITY will communicate at least once a month to review and discuss the Program.
2. That major changes in UNIVERSITY's educational program or the Program on FACILITY's premises, which may affect a Student's participation in the Program, shall be communicated to the other Party as soon as reasonably possible.

3. The Parties agree that Student(s) shall be subject to FACILITY's rules, regulations, policies, and procedures of at all relevant times during the term of this Agreement and during a Student's participation in the Program.
4. Neither Party shall discriminate against any person because of ancestry, age, color, disability, national or ethnic origin, gender identity or expression, sexual preference or orientation, genetic information, ancestry, marital or familial status, veteran status, race, religious creed, sex, or other status protected by federal and state law. Both Parties further agree to comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1972, Section 504 of the Rehabilitation Act of 1973 as amended, and the Americans with Disabilities Act of 1990.
5. The term of this Agreement shall be five (5) years, commencing on the Effective Date ("Term"). Thereafter, this Agreement shall terminate, unless terminated earlier pursuant to the Termination provision contained herein. Nothing shall preclude the Parties from agreeing to renew or extend the Term of this Agreement after the five-year initial term period. In the event the Parties wish to renew or extend this Agreement, the Parties shall enter into a written agreement reflecting the renewal/extension time-period.
6. Either Party may terminate this Agreement at any time without cause upon at least ninety (90) days' prior written notice. Notwithstanding the ninety (90) day notice provision, either Party may terminate this Agreement, at any time, if the other Party materially breaches this Agreement, but only if such failure shall have continued for a period of ten (10) days after receipt of written notice of the breach by the other Party. In the event of termination, the Parties shall cooperate and use their best efforts to allow those Students enrolled in the Program at the time of termination to complete clinical experiences in progress. Should FACILITY 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, except for when a Student is excluded from participation for failing to comply with FACILITY's policies and procedures and/or this Agreement is terminated as a result of failure to comply with FACILITY's policies and procedures.
7. UNIVERSITY shall indemnify, defend and hold harmless the FACILITY and its officers, directors, agents and employees from and against third party claims, damages and expenses, including, but not limited, to reasonable attorneys' fees and defense costs ("Losses"), solely to the extent arising out of the gross negligence or willful misconduct of UNIVERSITY, including its officers directors, employees, representatives, assigns and agents. FACILITY shall indemnify, defend and hold harmless UNIVERSITY and its officers, directors, agents and employees from and against Losses, solely to the extent arising out of the gross negligence or willful misconduct of FACILITY, including its officers, directors, employees, representatives, and agents. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist. In no event will either party be required to indemnify or hold harmless the other for the other's negligence, gross negligence or willful misconduct. Notwithstanding the foregoing, (a) each party shall advise the other party in writing of any claims, notices or other information received by it or of which it becomes aware for which such party will seek indemnification hereunder, in such time and manner as not to impair or prejudice the ability of the indemnifying party to defend such claims or investigate such notice, (b) each party shall provide the indemnifying party with the cooperation and assistance necessary to defend such claim requested by the

indemnifying party, and (c) neither party shall settle or compromise any claim admitting the fault, liability or negligence of the other party without the other party's prior written consent, which shall not be unreasonably withheld or delayed. However, in no event shall FACILITY'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 FACILITY. The obligations set forth in this paragraph shall survive the termination of this Agreement

MISCELLANEOUS PROVISIONS:

(a) **Confidentiality.** Each Party agrees not to disclose the other Party's confidential information to any person other than employees or Students who have a need to know the information in order to perform their obligations under this Agreement.

(b) **Independent Contractor.** The Parties agree that their relationship is at all times that of independent contractors, and not that of an employee, partner, agent or joint venturer. Students who will be assigned to the FACILITY under this Agreement will in no event become nor be considered employees or agents of FACILITY. The relationship of the parties to this Agreement shall not be construed to constitute a partnership, joint venture, or any other relationship, other than that of independent contractors. Notwithstanding anything herein to the contrary, the Parties acknowledge and agree that the Students, while participating in the Program, are not employees of FACILITY, and are not entitled to the benefits provided by FACILITY to its employees, including, but not limited to, group insurance, pension plan enrollment, vacation, leaves of absence, workers' compensation insurance or unemployment compensation insurance. Notwithstanding anything herein to the contrary, UNIVERSITY shall indemnify, save, and hold harmless FACILITY for any and all claims, actions, and expenses, including court costs and reasonable attorneys' fees, and against all liabilities, losses, damages, suits, actions, fines, penalties, or demands of any kind arising out of or in any way connected with the allegation or assertion that a Student is an employee of FACILITY and/or entitled to any of the benefits to which a FACILITY employee would be entitled, including workers' compensation.

(c) **Advertising.** No Party shall use the other's name or logo in any descriptive or promotional literature or communication of any kind without the other's prior written approval.

(d) **Assignment.** Neither Party may assign or delegate this Agreement or any interest herein or responsibility hereunder without prior written consent of the other Party.

(e) **Waiver.** Failure by either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provisions nor of the right of that Party to enforce each and every provision.

(f) **Severability.** If any provision of this Agreement is as a matter of law unenforceable,

then such provision shall be deemed to be deleted, and this Agreement shall otherwise remain in full force and effect.

(g) Entire Agreement. Both Parties agree that this Agreement represents the entire understanding of the Parties with respect to the subject matter covered and supersedes and nullifies any previous agreements regarding the subject matter covered between the Parties.

(h) Modification. This Agreement shall only be modified in writing with the same formality as the original Agreement.

(i) Captions. The captions to the sections in this Agreement are included for convenience only and are not intended to and shall not be deemed to modify or explain any of the terms of this Agreement.

(j) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to principles of choice of law.

(k) 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.

(l) NOTICES. All notices or other communications required or permitted under this Agreement, unless otherwise stated, shall be deemed duly given if in writing and delivered personally or sent by reputable overnight courier service (with package tracking capability) or certified mail, return receipt requested, first-class postage prepaid, addressed as follows:

If to FACILITY:

And a copy to:

If to UNIVERSITY:

Jessica Bodzio, MS, RDN, LDN
Dietetic Internship/Graduate Program
Director
Marywood University
2300 Adams Avenue
Scranton, Pennsylvania 18509

And a copy to:

Dr. Shelby W. Yeager, PhD, MEd, LAT,
ATC, CSCS
Academic Vice President
Dean of the College of Health Sciences
Marywood University
2300 Adams Avenue, LAC 200
Scranton, Pennsylvania 18509

Notices will be deemed given on the date of delivery. Either Party may change its notice address by giving the other ten (10) days prior written notice of such change.

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

FACILITY: _____

By: _____

Print: _____

Title: _____

Date: _____

MARYWOOD UNIVERSITY

By: _____

Dr. Shelby W. Yeager, PhD, MEd, LAT,
ATC, CSCS

Title: Academic Vice President/Dean of
the College of Health Sciences

Date: _____



IUP EDUCATOR & CLINICIAN PREPARATION FIELD EXPERIENCE AGREEMENT

This agreement (the "Agreement") establishes the relationship by and between Indiana University of Pennsylvania (referred to as the "University"), an educational institution in the State System of Higher Education, Commonwealth of Pennsylvania and [Parkland School District](#) (referred to as the "Organization"). University and Organization may hereinafter be collectively referred to as the "Parties" or individually as a Party". This Agreement is entered into by and between the Parties on 12th day of August, 2026 (the "Effective Date").

The University offers degree programs in a wide variety of disciplines, which are academically enhanced by practical experiences outside of the traditional classroom setting (referred to as "IUP field experience").

The Organization is able to provide practical experience pursuant to the terms of this agreement and serve as an IUP field experience site offering facilities, resources, and supervision to students.

Both parties agree to the following:

I. Duties and Responsibilities of the University

1. The University shall determine eligibility for students registering in an IUP field experience for academic credit (hereinafter referred to as "Student(s)"). Students must have the appropriate educational background and skills required for participation in the IUP field experience. The University shall assume full responsibility for the classroom and classroom education of the Students. The University shall be responsible for the administration of the IUP field experience, the curriculum content, and the requirements for matriculation, grading and graduation.
2. The University shall determine the amount of academic credit to be earned through the IUP field experience and establish all academic requirements that the Student must meet to earn the credit. The University shall establish a grading system and criteria to earn the grade upon completion of the IUP field experience.
3. The University will assign a faculty member to monitor and evaluate the Student's performance during the IUP field experience and be responsible for all costs associated with faculty supervision of the Student.
4. Upon notification by the Organization of failure of the Student to comply with University guidelines and procedures for the field experience program, the University may remove the Student from the IUP field experience.
5. The Organization 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 insurance documentation. 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.

6. During a Student's participation in the IUP field experience, University shall be responsible to ensure that Students procure and maintain professional liability insurance at their own expense and ensure that Student adhere to the requirements hereunder. A Student may not participate in the IUP field experience until they procure and maintain professional liability insurance at their own expense and provide documentation to the University as required in this Paragraph. Limits of the policy shall be at a minimum of \$1,000,000.00 per claim and \$3,000,000.00 in the aggregate. This policy must remain in full force and effect for the duration of the Student's participation in the IUP field experience. Students shall be responsible to provide Organization with a certificate of insurance consistent with these requirements, naming the Organization as an additional insured for the duration of the Student's participation in the IUP field experience. If any of the above coverages maintained are written on a claims-made basis, then upon termination of such coverage the insured shall provide Organization 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. At all times during a Student's participation in the IUP field experience, the Student shall be 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 Organization 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.
7. For and in consideration of placement of Students with Organization cooperating teachers, the University agrees to pay to each cooperating teacher selected to guide the Student's experience a stipend as outlined by the Pennsylvania State System of Higher Education's Board of Governors Policy 1988-04. This stipend is in addition to the regular salary paid by the School District. In accord with the aforementioned Policy 1988-04, compensation is not extended to district teachers working with University students in pre-clinical, practicum field experiences.
8. University shall take all reasonably necessary steps to ensure that Students comply with all Organization policies, laws governing the Organization, and the Organization's guidelines and legal requirements during Student's participation in the IUP field experience, including but not limited to: (1) 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, and providing copies of all such consents, the form of which the Organization will provide to the University, to the Organization prior to a Student's participation in the IUP field experience; and (2) maintaining at all times during the term of this Agreement, copies of criminal history record information and child abuse clearances, pursuant to 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 Student.
9. Prior to a Student's participation in the IUP field experience, the University shall provide the Organization with copies of a Student's criminal history record information and child abuse clearances, pursuant to the Pennsylvania School Code 24 P.S. § 1-111 and the Child Protective Services Law, 23 Pa.C.S.A. § 6301 et seq., said record to be no more than one (1) year old. The Organization retains the right to reasonably request updated criminal history record information and/or child abuse clearances for any individual performing services under the terms of this



Agreement. “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 University’s submission of the criminal history record information and/or child abuse clearance to Organization. The University further agrees that it shall notify the Organization immediately upon becoming aware that any individuals for whom the University previously provided recent criminal history record information and/or child abuse clearances, 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. The University shall notify the Organization of such an arrest, conviction, or founded or indicated child abuse report within seventy-two (72) hours of the University’s knowledge of such arrest, conviction, or founded or indicated child abuse report.

10. The University’s Teacher Education Office may designate a faculty member to serve as a liaison between the Parties who will meet periodically with representatives of the Organization in order to discuss, plan and evaluate the experience of the Student(s).
11. Students will provide all currently required background clearances (Act 114, Act 34, Act 151, Act 24, ACT 126 and TB test) to their educator preparation program. This educator preparation program is responsible for maintaining a copy of all clearances. Students will retain the original of all clearances. Students placed in non-school setting(s) will acquire clearances as specified by the discipline. If a Student is also an employee of the Organization, said Student shall certify to the University that Student has completed all required clearances.

II. Duties and Responsibilities of the Organization

1. The Organization agrees to prepare an IUP field experience description that outlines the duties and responsibilities of the Student. The University will use this document to determine the suitability of the IUP field experience for academic credit.
2. The Organization agrees to notify the University of any IUP field experience requirements, such as background investigations, drug testing, and health screenings prior to the start of the experience.
3. The Organization reserves the right to select Students based on the Organization’s needs and preferences.
4. The Organization may determine the schedule that the Student will maintain on premises.
5. The Organization acknowledges it will not be compensated by the University for the IUP field experience, and the Organization shall be solely responsible for determining the amount of compensation, if any, received by the Student. The Organization will inform the University if the Student will receive an hourly wage, stipend or if they will serve in a non-paid capacity.
6. The Organization agrees to provide suitable space and resources for the Student to complete the IUP field experience assignment. The Organization will provide orientation, training, and mentoring.
7. The Organization shall provide either a cooperating teacher who will mentor Student activities during the IUP field experience.
8. The Organization shall provide mutually agreed upon information on a Student’s IUP field experience.



9. The Organization agrees to make reasonable accommodation to the University's request for a faculty site visit during a student's IUP field experience.
10. Should the Organization become dissatisfied with the performance of a Student, the Organization may request the IUP field experience be terminated. If for any reasons the IUP field experience should be terminated, the Organization should notify the University. Failure to abide by any Organization policy, law, procedure or guideline may result in removal from the IUP field experience. The Organization shall have the authority to immediately remove a Student who fails to comply with its policies and procedures and/or any applicable law. If such a removal occurs, the Organization shall immediately contact the applicable University personnel. The University and Organization will assure that the Student has been provided due process.
11. For Teacher Education placements, 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 experience and have been in his/her current assignment for a minimum of one (1) year.

III. Mutual Terms and Conditions

1. The Parties shall mutually agree upon the number of candidates that shall be assigned to the Organization for the IUP field experience.
2. Unless sooner terminated pursuant to the terms of this Agreement, the term of this Agreement shall be for a period of five (5) years from the Effective Date. Either Party may terminate this agreement with ninety (90) days' notice. In the event of a substantial breach, either Party may terminate this Agreement immediately upon written notice. Should the Organization wish to terminate the Agreement without cause and prior to the completion of a semester/term, any Students participating in the IUP field experience at that time will have the opportunity to complete their IUP field experience, except as otherwise set forth herein. Termination shall not affect the rights and/or obligations which have accrued prior to the effective date of termination.
3. The Parties 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.
4. 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, national origin, Title VII of the Civil Rights Act of 1964 in regard to sex, race, color, national origin, and religion, Title IX of the Education Amendments of 1972 in regards to sex and other applicable laws, as well as the provisions of the Americans with Disabilities Act. The Parties agree to cooperate with the each other in their respective investigation of claims of discrimination or harassment.
5. The Organization shall report any incident of which the Organization becomes aware in which a Student is the victim of sexual assault, dating violence, domestic violence, stalking or sexual harassment to the University Title IX Coordinator, Phone: (724)-357-3402, title-ix@iup.edu. In such event, Organization shall identify resources, such as medical care and counselling that



are available to any Student who has been the victim of sexual assault, dating violence, domestic violence or stalking.

6. The laws of the Commonwealth of Pennsylvania in effect as of the date of this Agreement shall govern this Agreement.
7. The relationship between the Parties to this Agreement to each other is that of independent contractors. The relationship of the Parties to this Agreement with 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 Students, employees, agents, and/or representatives, 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 the Organization. As such, University and its Students, employees, agents, and/or representatives are not entitled to the benefits provided by Organization to its employees, including, but not limited to, group insurance, pension plan enrollment, vacation, leaves of absence, workers' compensation insurance or unemployment compensation insurance. However, University agrees to comply with all Pennsylvania and federal laws and regulations which apply to Organization as applicable and legally relevant to the obligations to be performed by University and its Students under this Agreement, and any internal policies or procedures of Organization enacted to comply with said state and federal laws and regulations.
8. Neither of the Parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the Parties do not waive any defense as a result of entering into this agreement. 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 agreement. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University. Nothing in this Agreement shall be construed to waive or reduce the immunities from civil liability granted by or to enlarge the limitations on immunity imposed by the Political Subdivision Tort Claims Act. The protections and immunities provided by the Political Subdivision Torts Claims Act are expressly not waived by the Organization. The obligations set forth in this Paragraph shall survive termination of the Agreement.
9. This Agreement represents the entire understanding between the Parties. No other prior or contemporaneous oral or written understandings or promises exist in regard to this relationship. This Agreement supersedes any other agreements, restrictions, representations, or warranties, if any, between the two Parties hereto with regard to the subject matter contained herein. This Agreement shall only be modified in writing with the same formality as the original agreement.
10. The Parties warrant and represent that the individuals signing this Agreement are authorized to bind the University and the Organization to the terms and conditions contained in the Agreement. For the purpose of this Agreement, a copy of the Party's original signature shall be considered to be an original signature; and as such shall be sufficient to bind such Parties.
11. This Agreement is non-assignable and non-transferrable. Any attempt by either Party to assign its obligations hereunder shall be void.
12. 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.

13. 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.
14. 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.
15. No Party to this Agreement shall be responsible to the other Party for non-performance or delay in performance of the terms or conditions of this Agreement due to acts of God, pandemics, epidemics, acts of government, war, riots, strikes, accidents and transportation, or other causes beyond the reasonable control of such Party.
16. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all such counterparts shall constitute but one and the same agreement.
17. 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:
 - If to the University:
 - Indiana University of Pennsylvania
 - Office of Educator Preparation Programs
 - 104 Stouffer Hall, Indiana, PA 15701
 - ATTN: Samantha LoPiccolo, Clinical Services Specialist
 - If to the Organization:
 - Parkland School District,
 - 1210 Springhouse Road, Allentown, PA 18104
 - ATTN: Dr. Michelle Minotti, Assistant Superintendent

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.



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

Indiana University of
Pennsylvania

Parkland School District

Dr. Lara Luetkehans

Date

Authorized Signature

Date

Provost & Vice President of
Academic Affairs

Mr. David J. Hein, School Board President

Print Name/Title

For IUP

For Organization

Teacher Education Office

Parkland School District

104 Stouffer Hall, Indiana, PA 15705

Organization Name
1210 Springhouse Rd. Allentown, PA 18104

724-357-2485

Organization Address
610-351-5503

Organization Phone and Email Address

EFFECTIVE DATE OF AGREEMENT is the date of last signature.

Approved as to form and legality:

University Legal Counsel

Date: _____



Agreement for TransPerfect Remote Interpreters Products & Services 2026-2027

This agreement is between Carbon Lehigh Intermediate Unit, hereinafter referred to as "CLIU" and Parkland School District (School District), hereinafter referred to as "CUSTOMER".

Witnessed

WHEREAS the **CUSTOMER** is a partner in the CLIU;

WHEREAS the CLIU provides language interpreting related services to the **CUSTOMER**;

WHEREAS both parties wish to enter into an Agreement for services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows to the General Terms and Conditions:

General Terms and Conditions

1. Relationship – CLIU shall provide to **CUSTOMER** and **CUSTOMER** shall pay to CLIU for services according to the General Terms and Conditions and the terms and conditions specified.
2. Entire Agreement – These General Terms and Conditions constitute the entire agreement between the parties and there are no verbal agreements between the parties. This agreement shall be binding upon the parties herein and their assigns.
3. Annual Service Base Fee – A Rate Per Minute fee will be charged for the services to be provided within this agreement in the amount of \$ (See Attachment A – Fee Schedule).
4. Payment Terms – Payment is due for the service within 30 days upon receipt of invoice based on TRI monthly usage report.
5. Term – The Initial Term of this Agreement is one year and shall commence on the effective date of July 1, 2026.



6. Termination –

- a. Mutual Agreement. This Agreement may be terminated immediately upon the mutual written agreement of the Parties.
 - b. Breach. Either Party may terminate this Agreement in the case of a material or persistent breach by the other Party of any one (1) or more of the terms or provisions of this Agreement, which breach (i) is not remedied within thirty (30) days after the breaching Party's receipt of written notice from the non-breaching Party describing such breach ("Breach Notice"), or (ii) if such breach cannot reasonably be cured within such thirty (30) day period, is not the subject of diligent and ongoing efforts by such breaching Party to cure within a commercially reasonable time; provided, however, that in no event shall the period to so cure exceed [sixty (60)] days.
 - c. Unauthorized Assignment. Either Party may terminate this Agreement immediately upon written notice to the other Party in the event such other Party attempts to assign this Agreement without consent in contravention of Section 9 below.
 - d. Cessation of Business. Either Party may immediately terminate this Agreement upon written notice to the other Party if either Party ceases to do business (excluding any situation where all or substantially all of such Party's assets, equity or business to which this Agreement relates are acquired by a third party (whether by sale, acquisition, merger, operation of law or otherwise)).
7. No Liability for Termination or Expiration - Except as provided in this Agreement, neither **CLIU** nor **CUSTOMER** shall be liable to the other for damages of any kind, including incidental or consequential damages, damages for loss of prospective business or loss of continuing business, or otherwise arising from the expiration or termination of this Agreement in accordance with its terms. However, should the **CUSTOMER** exercise its rights under section 6; **CLIU** has the right to declare the remainder of the value of the contract with the Customer due and owing with payment by the **CUSTOMER** within 30 calendar days of the termination date.
8. Dispute Resolution – The parties agree that this agreement shall be governed by and be interpreted according to the laws of the Commonwealth of Pennsylvania, USA and any and all actions regarding or relating to this agreement shall be brought in the Court of Lehigh County, Commonwealth of Pennsylvania.
9. Proprietary Information – **CLIU** will maintain all data of the **CUSTOMER** as confidential and will not, unless required by law, disclose such data.
10. Customer Representative – The **CUSTOMER** will assign a representative that will work with **CLIU** to complete assignments.



ACCEPTED AND AGREED:

For: Parkland School District (School District)

Signature: James E. Moniz II Date: 9/2/2026

Print Name: James E. Moniz II

Title: Director of Online Learning, Alternative Education, & Assessment

For: Carbon Lehigh Intermediate Unit #21

By: _____ Date: _____

Name: Dr. Gregory Koons

Title: Executive Director





Pricing and Reporting

Pricing:

- See Attachment A

Set-up and Implementation

If requested, the implementation team will come on-site at each facility and provide support to build awareness, share organizational objectives, distribute appropriate printed materials and show staff the ease of use of RIS. The team's objective is to implement services in a seamless manner without interruption of daily workflow.

Reporting:

TRI will provide monthly usage reports.

Usage reports are available as part of a monthly invoice, both electronically and in hard copy. Each service record will contain:

- TRI Account Access Number
- Request Date
- Request Time
- PIN
- Language Provided
- Service Provided (Telephone, VoIP, IP, Video)
- Usage Length (actual interpretation time)
- Variable Data Collected (client provided)
- Total Number of Requests (by service type)
- Total Duration in Minutes (by service type)
- Total Cost



Attachment A - Service Pricing

Rate Per minute (<i>over the phone interpretation, all languages</i>)	\$1.63
Rate Per minute (<i>Video Remote Interpretation, ASL</i>)	\$2.65
Account Setup Fee	\$ WAIVED
Monthly Minimum	\$50.00 (IU assumes responsibility if needed)
Additional PIN's (per district)	Waived
Online analytics portal	Waived

Document Translation

TransPerfect's rigid quality assurance process requires that for all translations intended for distribution, three separate professional linguists conduct this portion of the project for each target language.

We carefully select each team based on their knowledge of the language, the subject area, and the target audience. In addition, all of the linguists involved will possess extensive experience translating material similar in nature. Once the translation is completed, the editor carefully reviews and refines the document to ensure that it reads as if it were originally written in the target language. The proofreader then provides quality control, checking the translation against the original to verify that it appropriately represents the source.

Translation, Editing, and Proofreading Utilizing Translation Memory (TM) Tools

Three separate professional linguists will conduct this portion of the project for the target language. TM tools allow professional linguists to increase their efficiency and quality by reusing previously translated phrases and terms, decreasing the amount of time needed to complete translations and increasing consistency of terminology.

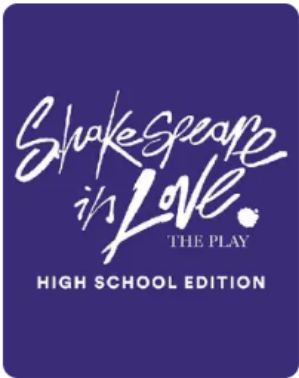
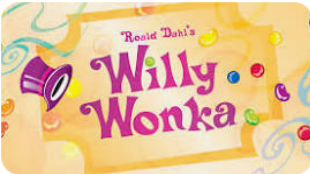
TransPerfect has considerable experience using TM software for projects where much of the text is similar or identical from one document to another, and the use of TM tools means that this text is consistently translated every time.

Using TM, TransPerfect will be able to provide discounted costs based on the percentages of matching text. There are three basic TM classifications for repeat text which are described as "New text," "Fuzzy match," and "100% match," which includes the initial translation of each term. Each TM classification has its own pricing and can be broken down as per the following table. Please note that final charges for translation, editing, and proofreading will be based on the actual software word count of the final translated files.

2026-2027 Translation Rates			
Language	Professional Translation Service (Per Word)		
	New Words	Fuzzy Matches	Repetitions
Spanish (US)	\$0.19	\$0.12	\$0.08
French (FR)	\$0.21	\$0.12	\$0.08
Pashto	\$0.27	\$0.12	\$0.08
Bengali (BD)	\$0.27	\$0.12	\$0.08
Arabic	\$0.27	\$0.12	\$0.08
Italian	\$0.21	\$0.12	\$0.08
Greek	\$0.22	\$0.12	\$0.08
Russian (RU)	\$0.27	\$0.12	\$0.08
Ukrainian	\$0.27	\$0.12	\$0.08
Vietnamese (VN)	\$0.27	\$0.12	\$0.08
Gujarati (India)	\$0.27	\$0.12	\$0.08
Chinese (S)	\$0.27	\$0.12	\$0.08
Urdu	\$0.27	\$0.12	\$0.08
Korean (KR)	\$0.27	\$0.12	\$0.08
Burmese	\$0.27	\$0.12	\$0.08
All other languages	\$0.27	\$0.12	\$0.08
\$126.50 Project Minimum			
\$71.50 Hourlies			



ANNOUNCEMENT OF THEATER SHOWS FOR THE 2026-2027 SCHOOL YEAR

SMS	OMS	PHS	PHS FAMILY SHOW	PHS SPRING MUSICAL
				
November 6, 7, 8, 2026 Tickets on sale TBA	November 5, 6, 7, 2026 Tickets on sale TBA	October 16, 17, 18, 2026 Tickets on sale now	November 20, 21, 22, 2026 Tickets on sale September 28 @ Noon	April 7, 8, 9, 10, 11, 2026 Tickets on sale TBA

Please note: SMS and OMS Spring Musicals TBD



REQUIRED ESCROW ACCOUNT OPENING INFORMATION

INFORMATION REQUIRED IN ORDER TO OPEN ESCROW ACCOUNT

PLEASE PRINT LEGIBLY AND FILL OUT FORM COMPLETELY

For Individuals, please fill in the information requested in the box below:

PLEASE NOTE

If the individual has a Tax Identification Number (TIN), please provide, with this completed form, the following:

A **completed** Form W-9 Request For Taxpayer Identification Number And Certification.

If the individual does not have a TIN, please provide, with this completed form, the following:

A **completed** Form W-8EN Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding.

Supporting documentation when required to certify the foreign status of the individual.

INDIVIDUAL'S NAME: _____ **DATE OF BIRTH (MM/DD/YYYY):** _____

PHYSICAL ADDRESS (PO Box not acceptable): _____

TELEPHONE NUMBER: _____ **OCCUPATION/PROFESSION*:** _____

* Please be specific. General descriptions such as "Consultant", "Retired" or Self-Employed" have insufficient detail and will not be accepted.

TAX IDENTIFICATION NUMBER: _____ **TAX IDENTIFICATION NUMBER TYPE:** ☐ TIN ☐ SSN

COUNTRY OF CITIZENSHIP: _____ **ARE YOU A LEGAL RESIDENT OF THE UNITED STATES:** ☐ YES ☐ NO

DO YOU CONDUCT BUSINESS IN NON-US COUNTRIES? ☐ YES ☐ NO

IF YES, PLEASE LIST THEM: _____

I certify that the above information is correct and true to the best of my knowledge.

SIGNATURE: _____ **DATE:** _____

For Non-Individual Entities (corporations, etc.), please fill in the information requested in the box below:

NOTE

Please provide, with this completed form, a **completed** Form W-9 Request For Taxpayer Identification Number And Certification, signed by an authorized individual for the non-individual entity.

NON-INDIVIDUAL ENTITY'S NAME: Parkland School District

PHYSICAL ADDRESS (PO Box not acceptable): 1210 Springhouse Road, Allentown, PA 18104

TELEPHONE NUMBER: 610-351-5503 **ENTITY FORMATION DATE:** _____

TAX IDENTIFICATION NUMBER: 23-6004856 **TAX IDENTIFICATION NUMBER TYPE:** ☒ EIN ☐ TIN ☐ SSN

COUNTRY OF REGISTRATION: United States **STATE OF REGISTRATION:** Pennsylvania

DESCRIPTION OF BUSINESS SERVICES PROVIDED: _____

ARE YOU AN INTERNET GAMBLING BUSINESS: ☐ YES ☒ NO

DO YOU CONDUCT BUSINESS IN NON-US COUNTRIES? ☐ YES ☒ NO

IF YES, PLEASE LIST THEM: _____

I certify that the above information is correct and true to the best of my knowledge.

SIGNATURE: _____ **DATE:** _____

**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.) Parkland School District	
	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) _____ 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) School District	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 3 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	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 _____ ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 1210 Springhouse Rd	Requester's name and address (optional)
6 City, state, and ZIP code Allentown, PA 18104		
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									
2	3		-	6	0	0	4	8	5 6

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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

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

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

SOUTH WHITEHALL TOWNSHIP
ESCROW POLICY

(Duly adopted by the Board of Commissioners on December 18, 2024)

Scope:

This policy addresses all applications for which the Township requires the posting of funds to an escrow account in connection with the filing of subdivision or land development applications pursuant to the Municipalities Planning Code and professional services applications. This policy governs applications for the following:

- Major Subdivision (sketch, preliminary, preliminary/final, or final review)
- Minor Subdivision (sketch, preliminary, preliminary/final, or final review)
- Land Development (sketch, preliminary, preliminary/final, or final review)
- Resubdivision
- New Commercial Use
- Lot Line Adjustment
- Waiver of Subdivision or Land Development
- Professional Services Agreement

Application Requirements:

In addition to the specific requirements that exist for any particular type of application, at a minimum, every application governed by this policy shall be set forth in writing, and where applicable, shall be on prescribed forms established by the Township, and shall include at a minimum, the following information:

- Name and address of the applicant and property owner along with a copy of the Deed for the subject property *if available*
- If the applicant and/or property owner is a legal entity other than a natural person, the name and contact information of the contact person(s) for such requesting entity
- Information in sufficient detail so that the application is understandable
- If applicant is not the owner of the property that is the subject of the application, applicant shall be responsible for obtaining the signature of each property owner on the **PROPERTY OWNER CONSENT AND SITE VISIT AUTHORIZATION FORM** in the form attached hereto and incorporated herein as Exhibit “1” and such fully executed form shall be returned with all other materials in order for the application to be considered complete.
- Such other information as may be reasonably required by the Township in order to fully understand and evaluate the application, including but not limited to IRS Form W-9.

Application Fee:

All applications governed by this policy shall be submitted with the applicable application fee, which fee may change from time to time as established by Resolution of the Board of Commissioners. *Application fees are non-refundable.*

Completeness Review Fee:

The Township has adopted a completeness review fee as further specified in Schedule “D” of the Township’s Fee Schedule for the purpose of compensating the Township for its review and determination as to whether all materials and fees have been submitted as required. Applicants shall pay the fee each time a plan is submitted for a formal review by the Planning Commission or the Board of Commissioners. *Completeness review fees are non-refundable.*

Resubmission Fee:

After the initial Planning Commission meeting at which a plan is reviewed, a resubmission fee is required to be submitted along with each subsequent formal submission of plans before the plan shall be reviewed by staff for a subsequent Planning Commission or Board of Commissioners meeting. *Resubmission fees are non-refundable.*

The applicant may postpone the plan’s review at any Planning Commission or Board of Commissioners meeting prior to the advertisement of that plan for the particular meeting without having to pay a new resubmission fee. Once the plan is advertised to be reviewed at a particular meeting, a new resubmission fee shall be required for a formal review at any subsequent meeting whether or not the plan was discussed at the advertised meeting.

Escrow and Reimbursement Agreement:

Applicant is required to execute an Escrow and Reimbursement Agreement in the form prescribed by the Township from time to time before any work by the Township proceeds on applicant's request. Applicant shall place a sum in escrow to be held by the Township in accordance with the Escrow and Reimbursement Agreement and the procedures specified therein. The purpose of the escrow account is to provide a fund from which the Township may be reimbursed for all out-of-pocket costs and professional consultant fees incurred by the Township in reviewing the application in the event that the applicant fails to pay invoices in a timely manner. The amount of the initial escrow amount shall be as set forth in the Township Fee Schedule as adopted from time to time by the Board of Commissioners, provided, however, that the Township Manager or his/her designee each shall have the discretionary right to increase or decrease the amount of the escrow amount based upon the exercise of reasonable judgment that the escrow amount set forth in the Fee Schedule will likely be too large or too small based upon the scope of applicant's request.

Applicant’s obligation to reimburse the Township is not limited to the amount initially placed into the escrow account. The calculation of escrow is merely an estimate of the costs associated with the application, and it is possible that additional escrow funds may be necessary and required by the Township in an amount that exceeds the initial calculation of fees or any amount required pursuant to Schedule “D” of the Township’s adopted fee schedule as escrow amounts are

ultimately determined by engineering, legal and other invoices and fees and timeliness of applicant's payment thereof among other factors.

Waivers of this Policy:

Waivers of this Escrow Policy may be granted, in full or in part, by the Township Manager or his/her designee in their sole discretion. Any decision on a waiver is final.

No Promise or Guarantee of Final Action:

Applicant acknowledges and agrees that this Agreement and/or the payment of the escrow amount required hereunder to the Township shall in no way constitute a promise or guarantee to Applicant that the Township will act favorably on the Application in the manner requested by Applicant, and in fact, it is possible that the Application could be denied in its entirety.

Closure of Escrow Account and Release of Escrow Balance:

Applicant and Township agree that funds remaining in the Escrow Account will be released no sooner than thirty (30) days after applicant's submission of a Request to Release Funds and Close Escrow Account in the form attached hereto and incorporated herein as Exhibit "2" and where the following applicable conditions are met:

- (a) Completion/termination of the project,
- (b) Recording of the plan,
- (c) Final engineering sign-off, and/or
- (d) Issuance of the Final Use & Occupancy Permit.

No amount shall be released until all invoices related to the project have been processed and paid. The escrow account balance shall only be released to the applicant.

Applicant's Acknowledgement:

I, the undersigned applicant, have read and understand this Escrow Policy. I have been provided with a copy of this Escrow Policy and the Escrow and Reimbursement Agreement, and I agree to all terms set forth therein. Further, if the applicant is a business or other legal entity, I certify that I have authority to execute this document on behalf of the applicant.

Date:

_____, 202_____

Applicant:

Parkland School District

Company/Entity Name

Printed Name and Title of Authorized Person

By:

Signature

**SOUTH WHITEHALL TOWNSHIP
ESCROW AND REIMBURSEMENT AGREEMENT**

THIS ESCROW AND REIMBURSEMENT AGREEMENT (“*Agreement*”) is made this _____ day of _____, 20____, by and between **SOUTH WHITEHALL TOWNSHIP**, a Township of the First Class with its principal place of business located at 4444 Walbert Avenue, Allentown, PA 18104 (“*Township*”) and _____ Parkland School District _____, a business entity or individual operating in the State of Pennsylvania with its principal place of business or residence being located at _____ 1210 Springhouse Rd, Allentown, PA 18104 (“*Applicant*”). Township and Applicant may be collectively referred to herein as “*parties*”.

BACKGROUND

A. Applicant is the legal or equitable owner of certain real property identified by the following PIN(s):

_____ 547800509889 _____

With the following address(es):

_____ 2675 PA-309, Orefield, PA 18069 _____

In the following Zoning District(s):

_____ R-3 _____

All real property listed above and subject to the Application shall be collectively hereinafter referred to as the “*Property*”.

B. Applicant has presented to the Township plans for subdivision, land development, or other plans for the use of the Property (hereinafter referred to as the “*Project*”).

C. Applicant has requested Township approval and/or review of its Project (hereinafter referred to as the “*Application*”), and the Township is willing to authorize its professional consultants to review the Application upon execution of this Agreement and upon deposit of funds in an escrow account.

D. The South Whitehall Township Escrow and Reimbursement Policy For Subdivision and Land Development Applications requires the Applicant to pay certain sums into an escrow account, the purpose of which is to provide a fund from which the Township may be reimbursed for all out-of-pocket costs and professional consultant fees incurred by the Township in reviewing the Application, in the event that the applicant fails to make payment on their bills in a timely manner.

AGREEMENT

NOW, THEREFORE, intending to be legally bound, the parties hereto do hereby promise, covenant, and agree as follows:

1. **Incorporation.** The Background hereinabove is incorporated herein by reference as if fully set out and further forms part of the parties' agreement. Applicant hereby warrants and represents that it is the legal or equitable owner of the Property, and that such equitable ownership (if applicable) is evidenced by a written agreement dated _____ between _____ (Sellers) and _____ (Purchasers).

2. **Authorization of Review.** Applicant authorizes and directs Township, along with its professional consultants, as defined by Section 107 of the Municipalities Planning Code ("***MPC***"), 53 P.S. § 10107, to review the Application and take any such action as the Township may deem to be necessary or appropriate with respect to the Application.

3. **Applicant's Obligation to Reimburse Township.** Applicant acknowledges that the Township will incur costs and fees relating to the Application (defined below as Township Expenses). Applicant hereby agrees to pay and/or reimburse Township for such Township Expenses. This obligation for reimbursement of Township Expenses shall not be limited to the amount placed in escrow with the Township. Applicant acknowledges that the initial deposit into the Escrow Account (defined hereinafter) does not represent an estimated cost of Professional Consultant Fees and is not intended to represent a total amount or limit/cap on said fees.

4. **Township Expenses.** Applicant shall pay all fees and expenses incurred by the Township in addressing the request set forth in the Application ("***Township Expenses***"). Township Expenses include but are not limited to filing fees, postage fees, and any and all fees and expenses of the Township's professional consultants. Applicant agrees that the Township's Solicitor and its Director of Legal Affairs are deemed to be professional consultants. Professional consultant fees and expenses ("***Professional Consultant Fees***") may include but are not limited to the following, where applicable: (a) review of any and all plans, proposals, emails, memoranda, studies, correspondence, and other documents, regardless of medium, relating to the Application; (b) attendance at any and all meetings (public or otherwise) relating to the Application; (c) preparation of any documents related to the Application, including, but not limited to: correspondence, emails, memoranda, studies, reports, plans, surveys, agreements, deeds, declarations, easements, and other legal documents; and (d) monitoring, testing, and inspecting of the work conducted by Applicant and/or its agents, contractors, representatives, or employees in connection with the Application. Applicant hereby agrees to be solely responsible for the payment of all Township Expenses.

5. **Escrow Account.** Applicant hereby agrees to deposit with Township the sum of _____ Twenty Thousand _____ Dollars (\$ 20,000 .00) ("***Escrow Amount***") as security for the payment of Township Expenses, which shall in no event be less than Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00); said sum shall be delivered to the Township upon execution of this Agreement and will be held by the Township in an interest-bearing account ("***Escrow Account***"). The Township reserves the right to demand, in writing, at

any time that the Escrow Account balance be increased if the Township determines in its sole discretion that the remaining balance may be insufficient to cover Township Expenses. Should the Township determine that an increase in the Escrow Account balance is necessary for any reason whatsoever; the Township may elect to stop work on the Application until the Escrow Account balance has been increased.

6. **Withdrawal and Replenishment of Escrow Account.**

(a) The Escrow Account shall be held as security for non-payment of invoices. Upon the Township forwarding to Applicant an invoice for Township Expenses, Applicant shall pay invoices upon receipt and as specified herein. Township is authorized to and may withdraw monies from the Escrow Account to pay any unpaid invoices either in full or in part in the sole discretion of the Township.

(b) The balance of the Escrow Account shall at no time be an amount less than fifty percent (50%) of the Escrow Amount or fifty percent (50%) of the Revised Escrow Amount (as defined hereinafter) as applicable ("***Minimum Balance***"). In the event that the balance of the Escrow Account falls below the Minimum Balance, the Township shall send a written Notice to the Applicant requiring that the Applicant shall do the following within (30) days from the date of the written Notice:

(i) pay all outstanding invoices and replenish the Escrow Account to 100% of the Escrow Amount, and

(ii) increase the funds within the Escrow Account by twenty percent (20%) of the Escrow Amount.

The original Escrow Amount plus the additional 20% shall be defined and referred to herein as the "Revised Escrow Amount". The Escrow Amount or the Revised Escrow Amount shall increase by 20% each time the Escrow Amount or the Revised Escrow Amount is less than the Minimum Balance and each new increase shall result in a new Revised Escrow Amount.

(c) In the event that Applicant fails to satisfy the requirements in Section 6(b)(i) and (ii) hereinabove within thirty (30) days after the date of the written Notice, the Township shall have the right to suspend all work related to the Application without further Notice to the Applicant. The Township's right to suspend all work related to the Application shall include but in no event be limited to a suspension of reviews by Township staff, in the sole discretion of Township staff, reviews by the Township Director of Legal Affairs and other third party consultants, meetings, inspections, and placement on public meeting agendas. *Further, Applicant agrees that its failure to satisfy these requirements shall constitute a waiver of any rights it may have under the MPC or any decisional law related thereto relative to the 90 day time limit for review imposed by Section 508 of the MPC.*

(d) Any invoices not paid within twenty (20) days of the invoice due date shall incur a finance charge of one percent (1%) per month compounded monthly until such sums have been paid. Should the Escrow Account balance fall below \$2,500, a finance charge of \$5.00 per

calendar month shall be incurred until the Escrow Account balance is greater than \$2,500.

(e) In the event that Applicant disputes any Professional Consultant Fees, Applicant shall proceed in accordance with Sections 503(1) and 510(g) of the MPC (53 P.S. §§ 10503(1) and 10510(g)). It is understood by the execution of this Agreement that Applicant specifically accepts the Fee Schedule including but not limited to any resubmission fees specified therein and as such fees may be amended from time to time.

(f) The Township may elect in its sole discretion to permit an amount less than the Escrow Amount (as it may be increased from time to time) to be maintained in the Escrow Account by not requiring replenishment if the Township determines in its sole discretion that its professional consultants' work on the Project is winding down and/or the need for the Escrow Account, for whatever reason in the sole discretion of the Township, has diminished.

7. **Closure of Escrow Account and Release of Escrow Balance.** Applicant and Township agree that funds remaining in the Escrow Account will be released no sooner than thirty (30) days after Applicant's submission of a Request to Release Funds and Close Escrow Account in the form prescribed by the Township and where the following conditions (if applicable) are met:

- (a) Completion/termination of the project,
- (b) Recording of the plan,
- (c) Final engineering sign-off, and/or
- (d) Issuance of the Final Use & Occupancy Permit.

No amount will be released until all invoices related to the project have been processed and all Township Expenses have been paid. The Escrow Account balance shall only be released to the Applicant.

8. **No Promise or Guarantee of Final Action.** Applicant acknowledges and agrees that this Agreement and the payment of the Escrow Amount required hereunder to the Township shall in no way constitute a promise or guarantee to Applicant that the Township will act favorably on the Application in the manner requested by Applicant, and in fact, it is possible that the Application could be denied in its entirety.

9. **Access to the Property.** By execution of this Agreement, Applicant acknowledges and agrees that Township employees, professional consultants, elected officials and appointed members of Township committees, commissions, boards, etc., may enter upon and inspect the Property for purposes related to the Application. No advance notice shall be required. Further, if Applicant is not the legal owner of the Property, Applicant shall and does hereby agree to return a fully executed Property Owner Consent and Site Visit Authorization Form to the Township indicating that the legal owner of the Property consents to such entry as required under this Section and further releases the Township from any claims resulting from such entry.

10. **Timing of Plan Review.** Applicant hereby agrees that the 90 day time period for plan review imposed by the MPC shall not commence until the date of the regular meeting of the Planning Commission following the date the plan application for approval is initially submitted

and determined to be complete following a completeness review by the Director of Community Development.

11. **Termination of Agreement.** Either party may terminate this Agreement for any reason by providing a Notice of intent to terminate. It is understood and agreed that, other than for good cause shown, the Township may not terminate this Agreement so long as the Applicant is in compliance in all material respects with all of the terms of this Agreement and any other related documentation between the parties, their successors and assigns. Upon receipt of said Notice by the Township, this Agreement shall terminate thirty (30) days from said date. All Township Expenses shall be paid from the Escrow Account created herein and any balance will be paid to the Applicant.

12. **Township Remedies.**

(a) If Township determines that Applicant has violated this Agreement, it may give written Notice to Applicant of such violation and demand corrective action sufficient to cure the violation. If Applicant fails to cure the violation within thirty (30) days after Notice thereof by the Township, Township may bring an action at law or in equity in a court of competent jurisdiction to enforce this Agreement. Applicant and Township further agree that Township shall have the right and privilege to sue Applicant for reimbursement of Township Expenses and/or to impose a municipal lien. Township's remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. The Township's election of its remedies under this Section shall not constitute a waiver of any other remedies the Township may have, including any remedies that may be available to the Township pursuant to a fully executed Security Agreement between the parties.

(b) All reasonable costs incurred by Township in enforcing this Agreement, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, shall be the responsibility of Applicant if Township substantially prevails.

(c) Forbearance by Township in exercising any of its rights under this Agreement in the event of any breach of any term of this Agreement by Applicant shall not be deemed or construed to be a waiver by Township of such terms, or of any subsequent breach of the same, or any other term of this Agreement, or of any of Township's rights under this Agreement. No delay or omission by Township in the exercise of any right or remedy upon any breach by Applicant shall impair such right or remedy or be construed as a waiver. Applicant hereby waives any defense of laches, estoppel, or prescription.

13. **Cash Collateral.** The Escrow Amount shall be deemed "cash collateral" for the sole and exclusive benefit of the Township, as that term is defined in the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.*, and applied in bankruptcy proceedings.

14. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the successors and assigns of Applicant. Applicant shall provide Township with at least thirty (30) days advance written Notice of any proposed assignment of Applicant's rights and responsibilities under this Agreement. Any assignment by Applicant to a third party shall not relieve Applicant

of any obligations under this Agreement, including without limitation the obligation to pay Township Expenses, unless the Township has affirmatively, in writing, agreed to relieve Applicant of such obligations. No such relief of Applicant from obligations to the Township shall be implied by circumstances, invoices, course of conduct, or otherwise; any such relief of the Applicant by the Township, which shall be in the sole discretion of the Township, shall occur only in a writing which explicitly states that Applicant is relieved of its obligations under this Agreement.

15. **Integration.** Applicant and Township acknowledge that this Agreement represents their full understanding as to reimbursement of Township Expenses, and any verbal or written representations or terms not contained herein or in a separate fully executed Security Agreement with respect to the Project are without effect.

16. **Choice of Law.** This Agreement and the Application shall be governed by and construed under the laws of the Commonwealth of Pennsylvania and the Ordinances of South Whitehall Township. Applicant and Township hereby consent to the exclusive jurisdiction of the Court of Common Pleas of Lehigh County, Pennsylvania regarding any dispute arising out of or in connection with this Agreement.

17. **Interpretation.** If any ambiguity or ambiguities in this Agreement should be claimed by either Applicant or Township, or if any court of competent jurisdiction should determine that any ambiguity exists in this Agreement, any such ambiguity shall be resolved in favor of Township and against Applicant.

18. **Notices.** All notices, statements, requests, demands, consents, and other communications (each referred to herein as "***Notice***") permitted or desired to be made relative to this Agreement shall be in writing and given by one of the methods described in this Section. Notice shall be effective and deemed to have been received as follows: when actually received by hand-delivery; when actually received by email or facsimile transmission with a copy sent by one of the other methods for Notice described herein; one day after deposit for overnight delivery with a nationally recognized courier requiring signature for receipt or providing tracking of delivery to a person at the recipient's address; two days following deposit with the U.S. Postal Service, postage prepaid, certified mail. All Notices shall be directed to the parties at the addresses shown in this Agreement. Any party may change its address for Notices under this Agreement by giving written Notice in like manner to the other party(ies), specifying that the purpose of the Notice is to change the party's address; provided, however, that any address so given shall not be a U.S. postal service box but must be an address that an overnight nationally recognized courier will use for delivery. A refusal to accept delivery or an unavailability at the designated address to accept delivery during normal business hours shall constitute delivery if such is evidenced by a business record from the overnight delivery service or USPS as applicable. Counsel for a party may give notice to the other party(ies) with the same effect as if given by a party.

19. **Waiver.** Failure or repeated failure by Township to insist upon strict compliance with any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions; and nor shall any waiver or relinquishment of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times. In addition, if any Township staff member exercises leniency

with Applicant in failing to strictly abide by the Township's rights under this Agreement, no such action shall negate or alter the rights of Township under this Agreement.

20. **Severability.** In the event any one or more of the provisions of this Agreement shall be held by a forum of competent jurisdiction to be void, voidable, illegal, unenforceable or invalid for any reason, and the extent of the voidness, illegality, unenforceability or invalidity does not destroy the basis of the bargain between the parties as contained herein, this Agreement shall remain valid and enforceable to the fullest extent permitted by law as if such offending provision had not been a part hereof.

21. **Counterparts.** This Agreement may be executed in any number of counterparts, including by facsimile or email, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have caused their signatures to be affixed and have affixed their hands and seals the day and year first set forth above.

Date:

APPLICANT:

Company/Entity Name

Printed Name

(Authorized Individual and Company Title)

By: _____

Signature

EXHIBIT 1

PROPERTY OWNER CONSENT AND SITE VISIT AUTHORIZATION FORM

South Whitehall Township seeks consent and authorization for its employees, professional consultants, elected officials and appointed members of Township committees, commissioners, boards, etc. including but not limited to the members of its Planning Commission, Board of Commissioners, Township Manager, Code Enforcement Officers, Zoning Officer, Engineer and Public Works Director (collectively, “**Township Representatives**”) to enter onto your property for the purpose of conducting a site inspection, analysis, measurement, and observation necessary or appropriate to evaluate the property with regard to the application filed with the Township and review of the project.

The Township further seeks consent and authorization for Township Representatives supervising the installation of any required municipal improvements or modifications and enforcement of any condition, agreement, or requirement for plan approval and implementation from the date hereof until the expiration of any Maintenance Agreement that may be executed in connection with the project.

Such authorization is to remain in full force and effect and to be applicable against all successors in title, heirs, and permitted assigns. Site visits are intended to provide those individuals who visit the site with information which may be helpful in reviewing and approving the proposed plan.

PROPERTY OWNERS’ CONSENT AND RELEASE

I/We, being the title owners of the property situated at 2675 PA-309, Orefield, PA 18069 in South Whitehall Township, Lehigh County, Pennsylvania (“Property”), which is the subject of a subdivision or land development application submitted to the Township, do hereby expressly consent and authorize Township Representatives to enter the Property for the reasons specified herein and specifically release Township Representatives who enter on or travel on, across or through the Property for the reasons specified herein from any liability, obligation or claim that might arise as a result of their entry onto or travel onto, across, or through the Property.

Dated:

_____
Property Owner

Dated:

Property Owner

EXHIBIT 2

South Whitehall Township
Attn: Director of Community Development
Attn: Director of Finance
4444 Walbert Avenue
Allentown, PA 18104

RE: REQUEST TO RELEASE FUNDS AND CLOSE ESCROW ACCOUNT
[INSERT APPLICANT NAME, PROPERTY ADDRESS, AND PROJECT
NUMBER]

Director of Community Development and Director of Finance:

Please close the escrow account that was established for the above-referenced project according to the Escrow and Reimbursement Agreement dated _____.

- ☐ I believe that I have no outstanding bills with the Township on this project. Please return the escrowed funds to the address specified below.
- ☐ I have attached payment for the outstanding bills. Please return the escrowed funds to the address specified below.
- ☐ Please pay all outstanding bills from the escrow account and return the remaining escrowed funds to the address specified below.
- ☐ Please use the remaining escrow to pay down the outstanding bills. I have attached payment for the balance of the outstanding bills.

SIGNATURE OF APPLICANT: _____

PRINTED NAME: _____

MAILING ADDRESS: _____

PSD: KERNSVILLE ES - WASTEWATER TREATMENT PLANT REPLACEMENT			Bid Opening:	8/21/2026		
			Construction Budget:		\$ 778,005.00	
	<u>Bid Package</u>	<u>Recommended Bidder</u>	<u>Construction Budget</u>	<u>Bid Amount</u>	<u>Alternates</u>	<u>Contract Amount</u>
BP-01	General Construction	Mohawk Group, Inc.	\$ 677,025.00	\$ 665,000.00	\$ -	\$ 665,000.00
BP-02	Electrical	Hatzel & Buehler, Inc.	\$ 100,980.00	\$ 59,475.00	\$ -	\$ 59,475.00
		Total	\$ 778,005.00	\$ 724,475.00	\$ -	
						\$ 724,475.00

Total Project Budget	\$ 778,005.00	Over/(Under)	\$ (53,530.00)	-7%
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Allowances in Contracts > yes	Allowances	\$ 60,000.00	8%
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Breakdown of costs for each BP

	Construction \$	Allowance	Bonding 2%	Total
GC	\$ 613,750.00	\$ 50,000.00	\$ 13,275.00	\$ 677,025.00
EC	\$ 89,000.00	\$ 10,000.00	\$ 1,980.00	\$ 100,980.00
				\$ 778,005.00

PARKLAND SCHOOL DISTRICT
Kernsville ES - Wastewater Treatment Plant Replacement



BP-01: GENERAL CONSTRUCTION									
CONSTRUCTION BUDGET:		\$ 677,025.00							
Bidders	Mohawk Group Inc.	DESCCO Design & Construction Inc.	Almeida & Hudak Contractors, LLC	Johnston Construction Company					
Base Bid	\$ 665,000.00	\$ 815,499.00	\$ 998,800.00	\$ 903,756.00					
Allowances:									
Allowance #1 > Owner Allowance \$50,000									
Included? Y/N?	Y	Y	Y	Y					
Unit Prices									
UP #1 - Import, place, and compact structural fill - per CY	\$ 133.00	\$ 70.80	\$ 100.00	\$ 80.00					
UP #2 - Provide asphalt walkway including sub-base - per SY	\$ 40.00	\$ 69.40	\$ 100.00	\$ 109.00					
UP #3 - Provide 6" PVC piping including fittings and couplings - per LF	\$ 95.00	\$ 20.10	\$ 150.00	\$ 130.00					
UP #4 - Provide 2" PVC Schedule 40 piping including fittings and couplings - per LF	\$ 75.00	\$ 7.90	\$ 125.00	\$ 108.00					
UP #5 - Provide 2" Galvanized Steel piping including fittings, couplings, and reducers; above grade - per LF	\$ 82.00	\$ 42.40	\$ 100.00	\$ 155.00					
UP #6 - Provide 2" Galvanized Steel piping including fittings, couplings, and reducers; below grade - per LF	\$ 82.00	\$ 80.10	\$ 150.00	\$ 122.00					
UP #7 - Provide 2.5" Galvanized Steel piping including fittings, couplings, and reducers; below grade - per LF	\$ 85.00	\$ 102.00	\$ 200.00	\$ 133.00					
UP #8 - Provide 2" ball valve assembly - per assembly	\$ 335.00	\$ 404.30	\$ 1,000.00	\$ 170.00					
Alternates:									
None									
Base Bid	\$ 665,000.00	\$ 815,499.00	\$ 998,800.00	\$ 903,756.00	\$ -	\$ -	\$ -	\$ -	\$ -
Recommended Total	\$ 665,000.00	\$ 815,499.00	\$ 998,800.00	\$ 903,756.00	\$ -	\$ -	\$ -	\$ -	\$ -

PARKLAND SCHOOL DISTRICT
Kernsville ES - Wastewater Treatment Plant Replacement



BP-02: ELECTRICAL								
CONSTRUCTION BUDGET:		\$	100,980.00					
Bidders	Hatzel & Buehler, Inc.	Diefenderfer Electric LLC	Billitier Electric, Inc.	B&R Electric Contractors				
Base Bid	\$ 59,475.00	\$ 89,950.00	\$ 97,895.00	\$ 116,181.00				
Allowances:								
Allowance #1 > Owner Allowance \$10,000								
Included? Y/N?	Y	N	Y	Y				
Unit Prices								
UP #1 - Provide 1" PVC conduit including fittings and couplings - per LF	\$ 13.50	\$ 110.00	\$ 20.00	\$ 38.00				
UP #2 - Provide 1" Galvanized Steel conduit including fittings, couplings, and reducers - per LF	\$ 23.50	\$ 175.00	\$ 42.00	\$ 54.00				
UP #3 - Provide 2" PVC conduit including fittings and couplings - per LF	\$ 16.25	\$ 150.00	\$ 33.50	\$ 62.00				
UP #4 - Provide 2" Galvanized Steel conduit including fittings, couplings, and reducers - per LF	\$ 36.25	\$ 325.00	\$ 88.00	\$ 97.00				
Alternates:								
None								
Base Bid	\$ 59,475.00	\$ 89,950.00	\$ 97,895.00	\$ 116,181.00	\$ -	\$ -	\$ -	\$ -
Recommended Total	\$ 59,475.00	\$ 89,950.00	\$ 97,895.00	\$ 116,181.00	\$ -	\$ -	\$ -	\$ -



September 2, 2026

Arthur Oakes, Director of Facilities and Operations
Parkland School District
2619 Stadium Drive
Orefield, PA 18069

Re: Parkland School District
Kernsville ES Wastewater Treatment Plant Replacement
General Construction BP-01
Electrical Construction BP-02
Recommendation of Award Letter
BCI Project #26043.09

Dear Art,

Boyle Construction and Ebert Engineering have carefully reviewed the bids received for each of the Prime Contracts for the above-referenced project. Pending the Board of Directors review of the bid package submission documents, we recommend Parkland School District consider an award of the General Construction and Electrical Construction Contracts as follows:

GENERAL CONSTRUCTION BP-01		Mohawk Group Inc. 5050 Tilghman Street Suite 100 Allentown, PA 18104	
GC Base Bid – Includes Allowance noted below		\$665,000.00	
GC-1 Owner Allowance \$50,00.00			
GENERAL CONSTRUCTION TOTAL		\$665,000.00	
ELECTRICAL CONSTRUCTION BP-02		Hatzel & Buehler Inc. 6350 Hedgewood Drive Suite 200 Allentown, PA 18106	
EC Base Bid - Includes allowance noted below		\$59,475.00	
EC-1 Owner Allowance \$10,000.00			
ELECTRICAL CONSTRUCTION TOTAL		\$59,475.00	

Bid documents noted below were submitted by each Prime Contractor and reviewed by Boyle Construction and Ebert Engineering. We have checked references and reviewed their financial statements and all appear to be complete and in compliance with the requirements for bid submissions and meet all qualifications.

- Bid Proposal Form
- Bid Bond with Consent of Surety & Power of Attorney
- Non-Collusion Agreement
- Non-Discrimination Clause
- Public Works Employment Verification Form
- Bidder's Qualifications Statement and Financial Statements

Upon approval by the Board, we will request Performance and Payment Bonds, Insurance Certificate and Criminal History Background checks through a letter of intent.

If you have any questions or would like to meet to further discuss this matter, please do not hesitate to contact us.

Regards,

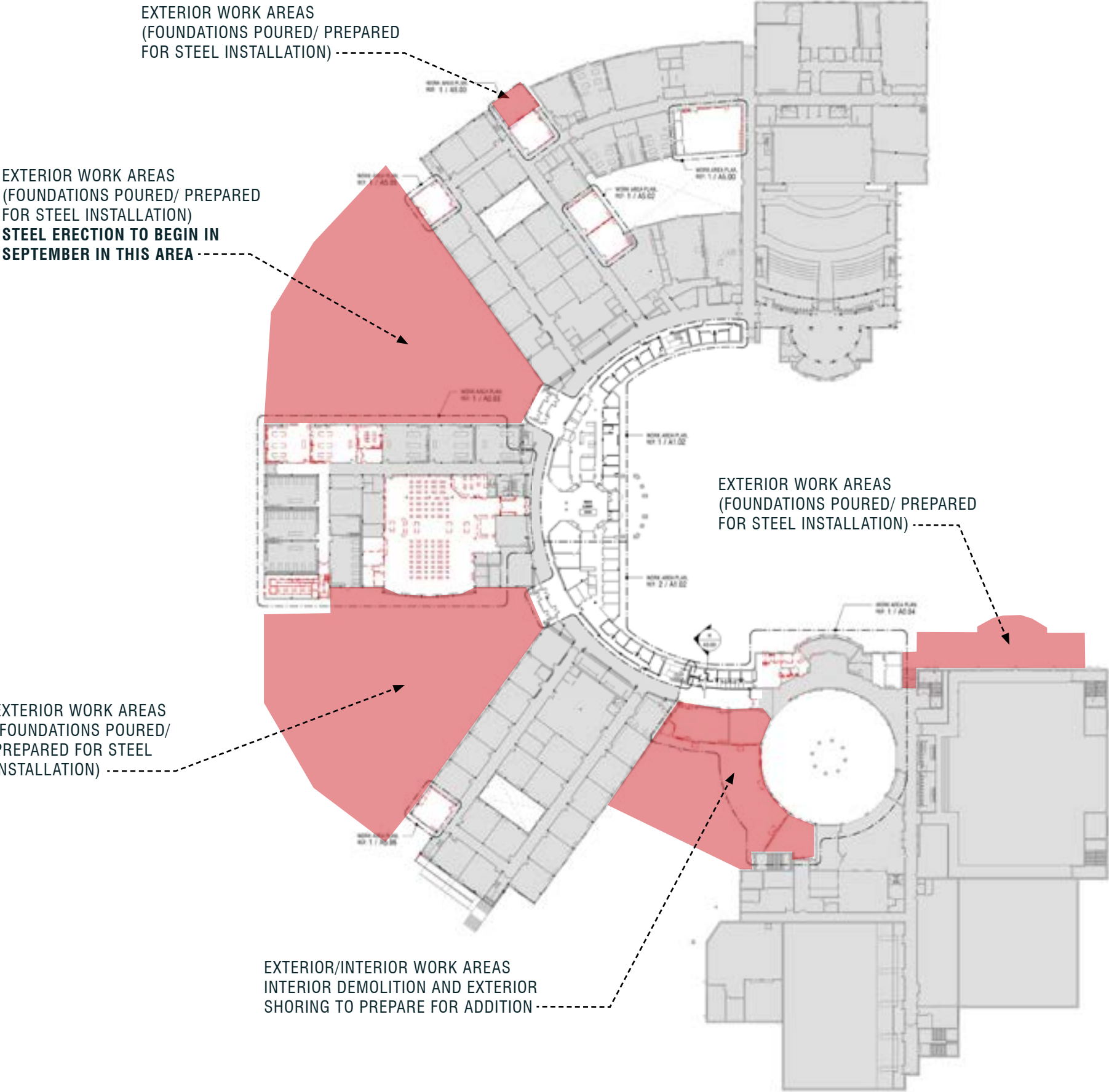


Tony M. Ganguzza, P.E.
Vice President Preconstruction Services

cc: Leslie Frisbie, Director of Business Admin Parkland School District (via email)
Michon Curry, Confid Admin Asst to Dir of Fac & Ops, Parkland School District (via email)
Rob Lenosky, Project Manager, Boyle Construction, Inc. (via email)

Attachments: GC/EC Bid Documents
GC/EC Bid Tab

HIGH SCHOOL EXPANSION | JUNE 2026 PROJECT UPDATE



SCHEDULE UPDATES

8/31/26 - STEEL ARRIVED ON SITE - INSTALLATION IN AREA G

SITE WORK CONTINUES AT EXISTING BASIN ALONG RITTER ROAD FOR EXPANDED STORMWATER MANAGEMENT

SITE PHOTOS



**PARKLAND SCHOOL DISTRICT
REAL ESTATE TAX COLLECTIONS
JULY 2026**

<u>NORTH WHITEHALL</u>				<u>SOUTH WHITEHALL</u>				<u>UPPER MACUNGIE</u>				<u>2025-2026</u>		
<u>MONTH</u>	<u>AMOUNT</u>	<u>%</u>		<u>MONTH</u>	<u>AMOUNT</u>	<u>%</u>		<u>MONTH</u>	<u>AMOUNT</u>	<u>%</u>		<u>MONTH</u>	<u>AMOUNT</u>	<u>%</u>
JULY, 2025	3,667,616.30	14.32%		JULY, 2025	6,706,138.94	15.04%		JULY, 2025	9,671,057.24	12.98%		JULY, 2025	20,044,812.48	13.11%
AUGUST, 2025	19,728,159.89	77.04%		AUGUST, 2025	33,713,729.86	75.62%		AUGUST, 2025	62,600,429.58	83.99%		AUGUST, 2025	116,042,319.33	75.90%
SEPTEMBER, 2025	1,009,874.94	3.94%		SEPTEMBER, 2025	1,222,193.35	2.74%		SEPTEMBER, 2025	3,743,687.07	5.02%		SEPTEMBER, 2025	5,975,755.36	3.91%
OCTOBER, 2025	979,288.26	3.82%		OCTOBER, 2025	2,593,606.80	5.82%		OCTOBER, 2025	1,273,291.21	1.71%		OCTOBER, 2025	4,846,186.27	3.17%
NOVEMBER, 2025	204,635.02	0.80%		NOVEMBER, 2025	222,205.99	0.50%		NOVEMBER, 2025	216,003.71	0.29%		NOVEMBER, 2025	642,844.72	0.42%
DECEMBER, 2025	895,634.60	3.50%		DECEMBER, 2025	767,513.65	1.72%		DECEMBER, 2025	1,047,203.03	1.40%		DECEMBER, 2025	1,917,046.37	1.25%
TOTAL	26,485,209.01	98.36%		TOTAL	45,225,388.59	97.14%		TOTAL	78,551,671.84	98.93%		TOTAL	149,468,964.53	97.77%
TAX DUPLICATE	28,039,324.44			TAX DUPLICATE	49,215,617.20			TAX DUPLICATE	84,353,691.84			TAX DUPLICATE	161,608,633.48	
<u>NORTH WHITEHALL</u>				<u>SOUTH WHITEHALL</u>				<u>UPPER MACUNGIE</u>				<u>2026-2027</u>		
<u>MONTH</u>	<u>AMOUNT</u>	<u>%</u>		<u>MONTH</u>	<u>AMOUNT</u>	<u>%</u>		<u>MONTH</u>	<u>AMOUNT</u>	<u>%</u>		<u>MONTH</u>	<u>AMOUNT</u>	<u>%</u>
JULY, 2026	4,021,847.65	15.71%		JULY, 2026	7,323,936.09	16.43%		JULY, 2026	9,549,515.67	12.81%		JULY, 2026	20,895,299.41	13.67%
AUGUST, 2026		0.00%		AUGUST, 2026		0.00%		AUGUST, 2026		0.00%		AUGUST, 2026	-	0.00%
SEPTEMBER, 2026		0.00%		SEPTEMBER, 2026		0.00%		SEPTEMBER, 2026		0.00%		SEPTEMBER, 2026	-	0.00%
OCTOBER, 2026		0.00%		OCTOBER, 2026		0.00%		OCTOBER, 2026		0.00%		OCTOBER, 2026	-	0.00%
NOVEMBER, 2026		0.00%		NOVEMBER, 2026		0.00%		NOVEMBER, 2026		0.00%		NOVEMBER, 2026	-	0.00%
DECEMBER, 2026		0.00%		DECEMBER, 2026		0.00%		DECEMBER, 2026		0.00%		DECEMBER, 2026	-	0.00%
TOTAL	4,021,847.65	14.94%		TOTAL	7,323,936.09	15.73%		TOTAL	9,549,515.67	12.03%		TOTAL	20,895,299.41	13.67%
TAX DUPLICATE	29,861,293			TAX DUPLICATE	50,899,076			TAX DUPLICATE	84,353,692			TAX DUPLICATE	165,114,060	
TOTAL BILLS	6,787			TOTAL BILLS	8,992			TOTAL BILLS	10,182			TOTAL BILLS	25,961	
TOTAL ASSESSMENT	1,657,123,600			TOTAL ASSESSMENT	2,806,494,300			TOTAL ASSESSMENT	4,915,494,500			TOTAL ASSESSMENT	9,379,112,400	