EAST PENN SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS

MINUTES

June 13, 2016
Board Meeting

Board Room
800 Pine Street
Emmaus, PA 18049

Vision Statement: The East Penn School District will empower students to maximize their individual potential and become lifelong learners and contributors to a global society.

Mission Statement: The East Penn School District will provide a learning environment in which students become effective problem solvers, collaborators, critical thinkers, and communicators.
EAST PENN SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS

MINUTES OF THE

JUNE 13, 2016 BOARD MEETING

Board Members Present: C. Allen, K. Bacher, C. Donatelli, A. Earnshaw, F. Fuller, R. Heid, Z. Munson

Board Members Absent: C. Ballard, P. Champagne

Others Present: Marc S. Fisher, Esq., Worth, Magee & Fisher, Solicitor
Robert Saul, Treasurer/Business Administrator
Janine Allen, Board Secretary
Dr. Michael Schilder, Superintendent of Schools

1. CALL TO ORDER; PLEDGE OF ALLEGIANCE

➢ President Earnshaw called the meeting to order at 7:32 p.m., followed by the Pledge of Allegiance and a Moment of Silence in memory and recognition of Mehdi Jaffer, senior at Emmaus High School, who passed away on May 27, 2016.

2. EMMAUS HIGH SCHOOL SGA STUDENT REPRESENTATIVE REPORT

➢ Brooke Jobst reported on the following:

- Senior graduation took place at Stabler Arena on Sunday, June 12th
- Katie Bacher was inducted into the EHS Hall of Fame
- Today was the official last day of school for the remainder of the East Penn student body
- Several members of the boys’ Emmaus baseball program and girls’ softball program will participate in the Carpenter Cup at FDR Park in Philadelphia representing the Lehigh Valley.
- EHS football team will be hosting a summer camp June 21st through July 1st with a registration deadline of June 20th.

3. REQUESTS TO ADDRESS THE BOARD

Lynn Donches, 559 Minor Street, Emmaus, PA – Ms. Donches appealed to the Board to change the format of the Board meetings to allow for public comment at the time the agenda item is presented.

John Donches, 559 Minor Street, Emmaus, PA – Mr. Donches commented on the need for committees, the LVHN Agreement and the Romig Farm.

Kristen Downey, 6014 Fairway Lane, Wescosville, PA 18106 – Ms. Downey commented on the Sauerkraut Lane Extension Agreement.
4. APPROVAL OF MINUTES

Motion by Bacher, Seconded by Fuller
RESOLVED, That the East Penn Board of School Directors approve the minutes of the May 23, 2016 Board meeting.

This resolution to approve the minutes was unanimously adopted by voice vote.

5. REPORT OF THE SUPERINTENDENT OF SCHOOLS - Dr. Michael Schilder

a. District Update

  ➢ Student and Staff Recognition

  • Paul Mogianesi, a junior at EHS, has been nominated to the Congress of Future Science and Technology Leaders.
  • Katharine Bacher received the Elizabeth “Betsy” Wilson Award for Female Athlete of the Year
  • Ryan Paradise received the Daniel M. Sachs Memorial Award for Male Athlete of the Year
  • Eastern Pennsylvania Conference Scholar-Athletes
    - Katharine Bacher – Girls Track
    - Vanessa Huber – Girls Basketball
    - Thomas Schlechter – Boys Swimming
  • The girls track & field 3200 relay team of Sophie Pickering, Abby Dalton, Katrina Durrwatcher and Katie Bacher broke the EHS school record (9:20.7) and then again on Saturday (9:18.7), while earning an 8th place medal at the PIAA Championships at Shippensburg.
  • EHS teacher Scott Didra, who is retiring from the district, has been selected to receive the Construction Specifications Institute’s Andrew J. Drozda Mentorship Award. CSI is a professional organization for engineers, architects and others involved in the construction industry.

  ➢ 617 EHS students graduated on Sunday, June 12, 2016.
  ➢ Dr. Schilder shared some highlights of the end of the year events which included activities, musical performances and talent shows that took place at the schools during the last week of school.
  ➢ Dr. Schilder complimented and thanked Gloria Bowman for fulfilling the duties as Interim Principal at Alburtis as well as Jim Frank for his time as interim Treasure and assisting the business department during the transitions of the Business Managers.

6. PERSONNEL

Motion by Fuller, Seconded by Bacher
RESOLVED, That the East Penn Board of School Directors approve the following personnel items, recommended by the Superintendent:

a. Resignation(s) (Exhibit #1)

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Building</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Karen Freeman</td>
<td>Instructional Assistant</td>
<td>Shoemaker ES</td>
<td>6/14/16</td>
</tr>
</tbody>
</table>
b. Retirement(s) (Exhibit #2)

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Building</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Richard Bernecker</td>
<td>Custodian</td>
<td>EHS</td>
<td>7/21/16</td>
</tr>
</tbody>
</table>

c. Custodial Staff Transfer(s)

<table>
<thead>
<tr>
<th>Name</th>
<th>From:</th>
<th>To:</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shawn Greene</td>
<td>Custodian, 2nd Shift</td>
<td>Utility Garage</td>
<td>6/14/16</td>
</tr>
<tr>
<td></td>
<td>Willow Lane ES</td>
<td>$27.42/hr.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>40 hrs./wk.</td>
<td>(Resignation of J. Maldonado)</td>
</tr>
<tr>
<td>Adam Handley</td>
<td>Custodian, 2nd Shift</td>
<td>EHS - (Mon.-Fri.)</td>
<td>6/14/16</td>
</tr>
<tr>
<td></td>
<td>Willow Lane ES</td>
<td>$22.32/hr.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>40 hrs./wk.</td>
<td>(Transfer of Matthew Brown)</td>
</tr>
<tr>
<td>Jesse Shaw</td>
<td>Part-time Custodian, 2nd Shift</td>
<td>EHS - (Tues.-Sat.)</td>
<td>6/14/16</td>
</tr>
<tr>
<td></td>
<td>Willow Lane ES</td>
<td>$21.09/hr.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>20 hrs./wk.</td>
<td>(Transfer of Adam Handley)</td>
</tr>
</tbody>
</table>

d. Food Service Support Staff Transfer(s)

<table>
<thead>
<tr>
<th>Name</th>
<th>From:</th>
<th>To:</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Linda Boyle</td>
<td>Wescosville &amp; Willow Lane ES</td>
<td>Willow Lane ES</td>
<td>6/14/16</td>
</tr>
<tr>
<td></td>
<td>$16.11/hr.</td>
<td>$16.11/hr.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>26.25 hrs./wk.</td>
<td>21.25 hrs./wk.</td>
<td>(Reduction of hours at Wescosville)</td>
</tr>
</tbody>
</table>

e. Interim Human Resources Manager Appointment
   (Leave of Absence of J. Afflerbach)

Amy Hitch Effective: 6/14/16 – 10/7/16 Stipend: $500 per pay period

f. Temporary Professional Employee Appointment(s)

<table>
<thead>
<tr>
<th>Name</th>
<th>Education Level</th>
<th>Undergraduate School</th>
<th>Assignment</th>
<th>Certification</th>
<th>Experience</th>
</tr>
</thead>
</table>

Page 3

EPSD – Minutes of the June 13, 2016 Board Meeting
Salary: $51,917; Year 2; B
Effective: August 22, 2016

Name: Julie Pescinski
Education Level: B. S. Degree
Undergraduate School: Shippensburg University
Assignment: Gr. 1 Teacher – Wescosville ES
(Resignation of C. Martin & subsequent transfer)
Certification: Instructional I: Elementary K-6
Nov. 2014 – June 2015: EPSD, FTS Elementary
Salary: $52,333; Year 3; B
Effective: August 22, 2016

Name: Erin Budinas
Education Level: B. S. Ed. Degree; M. A. Degree
Undergraduate School: Kutztown University
Graduate School: Rowan University
Assignment: Special Education (Learning Support) Teacher - EHS
(General Leave of T. Wenner)
Certification: Instructional I: Elementary K-6, Sp. Ed. N-12, English 7-12, Reading Specialist K-12
Feb. 2015 – May 2015: EPSD; Per Diem Substitute
Jan. 2008 – June 2013: Kingsway Learning Center, Moorestown, NJ; Special Ed. Teacher
Salary: $51,917; Year 2; B
Effective: August 22, 2016

Name: Caitlin Hinkle
Education Level: B. S. Degree
Undergraduate School: Millersville University
Assignment: Gr. 4 Teacher – Macungie ES
(Resignation of L. Landis)
Certification: Instructional I: Elementary PK-4, All subjects 4-6, English, Language Arts & Reading 7-8
Salary: $51,917; Year 2; B
Effective: August 22, 2016
Name: Collette Smurda  
Education Level: B. S. Degree  
Undergraduate School: West Chester University  
Assignment: Special Education (Learning Support) Teacher – Macungie ES (Retirement – S. Dieser)  
Certification: Instructional I: Sp. Ed. PK-8, Middle Level Math 6–9, Middle Level English 6-9, Elementary K-6  
Salary: $51,917; Year 2; B  
Effective: August 22, 2016

g. Full-time Substitute Appointment(s)

Name: Michele DeLillo  
Education Level: B. S. Ed. Degree, M. S. Degree  
Undergraduate School: Kutztown University  
Graduate School: Wilkes University  
Assignment: Special Education (Learning Support) Teacher – Macungie ES (General Leave of C. Husser)  
Certification: Instructional II: Mental and/or Phys. Handicapped K-12, Elementary K-6  
Experience: March 2016 – June 2016: EPSD; Full-time Substitute – EHS  
Oct. 2015 to Feb. 2016: East Penn SD - Per Diem Substitute  
March 2015 to June 2015: Parkland SD – Substitute Teacher  
Sept. 2014 to March 2015: Parkland, Northwestern Lehigh & Brandywine SD – Substitute Teacher  
Feb. 1998 to Feb. 2010: Bethlehem Area SD – Special Education Teacher  
Sept. 1995 to June 1997: Allentown SD – Special Education Teacher  
Salary: $51,500; Year 1; B  
Effective: August 22, 2016

h. Co-Curricular Appointments - Schedule B

<table>
<thead>
<tr>
<th>School</th>
<th>Name</th>
<th>Position</th>
<th>Contract/Club</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emmaus HS</td>
<td>Matthew Senneca</td>
<td>Football Assistant Coach</td>
<td>Contract</td>
<td>$5,875.00</td>
</tr>
<tr>
<td></td>
<td>(Replaces Peter Kreisher)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emmaus HS</td>
<td>Eric Luckenbill</td>
<td>Mock Trial</td>
<td>Club B</td>
<td>$637.00</td>
</tr>
<tr>
<td></td>
<td>(Revised from 9/28/2015 Club A to Club B)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

i. Summer Maintenance Program Employees  
(as needed on a temporary basis as of June 14, 2016)

New Employees/Possible Alternates - $7.55/hour:

Tyler Alexander  Brandon Krasley  
Tyler Doyle  Michael Rodriguez  
Connor Dries  Julia Samuels  
Gabe Kleis  Grant Schichtl  
Nick Kleis  Elizabeth Thomas  
Drew Kozemko  Steven VanHorne
j. **Summer Technology Maintenance Program Employees**  
(as needed on a temporary basis as of June 14, 2016)

*New Employees - $7.55/hour:*

Aiden Levinson  
Benjamin Brown

k. **Summer School Teacher List**

**Emmaus High School:**

<table>
<thead>
<tr>
<th>Name</th>
<th>School</th>
<th>Position</th>
<th>Summer School Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eric Bednar</td>
<td>EHS</td>
<td>Teacher</td>
<td>Aquatics</td>
</tr>
<tr>
<td>Jeannine Martini</td>
<td>EHS</td>
<td>Teacher</td>
<td>Wellness/Fitness Teacher</td>
</tr>
<tr>
<td>Anne Dewalt</td>
<td>EHS</td>
<td>Teacher</td>
<td>Family &amp; Consumer Science</td>
</tr>
<tr>
<td>Derek Grabfelder</td>
<td>EHS</td>
<td>Teacher</td>
<td>English</td>
</tr>
<tr>
<td>Ara Hodeweski</td>
<td>EHS</td>
<td>Teacher</td>
<td>Special Education</td>
</tr>
<tr>
<td>Shannon Wasilewski</td>
<td>EHS</td>
<td>Teacher</td>
<td>Math</td>
</tr>
<tr>
<td>Beth Witte</td>
<td></td>
<td></td>
<td>Substitute Teacher (Aquatics)</td>
</tr>
</tbody>
</table>

**Middle Level:**

<table>
<thead>
<tr>
<th>Name</th>
<th>School</th>
<th>Position</th>
<th>Summer School Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark Keeley</td>
<td>Eyer</td>
<td>Teacher</td>
<td>Math</td>
</tr>
<tr>
<td>Jennifer Najarian</td>
<td>Eyer</td>
<td>Teacher</td>
<td>Literacy</td>
</tr>
<tr>
<td>Denine Williams</td>
<td>LMMS</td>
<td>Teacher</td>
<td>Substitute Teacher (Math)</td>
</tr>
<tr>
<td>David Flannery</td>
<td>Wescosville</td>
<td>Teacher</td>
<td>Substitute Teacher</td>
</tr>
<tr>
<td>Sarah Pomerhn</td>
<td>LMMS</td>
<td>Teacher</td>
<td>Substitute Teacher</td>
</tr>
</tbody>
</table>

l. **Teacher Transfer Assignments**

<table>
<thead>
<tr>
<th>Name</th>
<th>2015-2016 Position</th>
<th>2016-2017 Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steven Braglio</td>
<td>Eyer, Technology Education</td>
<td>EHS, Technology Education</td>
</tr>
<tr>
<td>Gail Cannon</td>
<td>Jefferson, IST</td>
<td>Alburtis, Grade 1</td>
</tr>
<tr>
<td>Michael Duarte</td>
<td>LMMS, Math</td>
<td>EHS, Math</td>
</tr>
<tr>
<td>Heather Herman</td>
<td>Wescosville, Grade 1</td>
<td>LMMS, English/Language Arts</td>
</tr>
<tr>
<td>Laura Kline</td>
<td>Jefferson, Grade 2</td>
<td>Alburtis, Grade 5</td>
</tr>
<tr>
<td>Steven Kutz</td>
<td>EHS, Spanish</td>
<td>LMMS, Spanish</td>
</tr>
<tr>
<td>Heather West</td>
<td>Macungie/Alburtis, Art</td>
<td>LMMS, Art</td>
</tr>
</tbody>
</table>

m. **Addition to 2015-16 Extended School Year Staff Appointments**

**Teachers:**  
Sandra Burdick  
Lori King  
Aleshea Maurer  
Christine Welhaf

**Instructional Assistant:**  
Devra Rafeld

These resolutions were duly adopted by the following roll call vote:  
Aye: Allen, Bacher, Donatelli, Earnshaw, Fuller, Heid, Munson – 7
7. BUSINESS OPERATIONS

a. Approval of the Bill List

**Motion** by Bacher, Seconded by Fuller
RESOLVED, That the East Penn Board of School Directors approve the attached bill list and that the Treasurer be authorized to issue checks and vouchers in the amounts indicated, as per Exhibit #3.

This resolution was duly adopted by the following roll call vote:
Aye: Allen, Bacher, Earnshaw, Fuller, Heid, Munson – 6
Nay: Donatelli - 1

b. Disbursement of Funds

**Motion** by Munson, Seconded by Bacher
RESOLVED, That the East Penn Board of School Directors authorize the expenditure of funds from the 2010 GOB Series A and Capital Reserve Fund, as per Exhibit #4.

➢ During the discussion on the motion and in response to Mr. Donatelli’s request for clarification of these expenditures, President Earnshaw explained the process used with regard to bond proceeds that are not expended. Mr. Frank confirmed that the security cameras purchased with the 2010 GOB funds were purchased on a state contract, therefore does not require bidding. President Earnshaw added that the district participates in several different consortia allowing the district to compare items and costs.

This resolution was duly adopted by the following roll call vote:
Aye: Allen, Bacher, Donatelli, Earnshaw, Fuller, Heid, Munson – 7


c. Act 80 Exception

**Motion** by Fuller, Seconded by Donatelli
RESOLVED, That the East Penn Board of School Directors approve a request to the Pennsylvania Department of Education for an Act 80 exception which will provide that the 2015-2016 school calendar professional development day of October 12, 2015 is considered an Act 80 day for the PM Kindergarten programs within the East Penn School District.

➢ Dr. Schilder explained the PDE requirement under section 1504 of the public School Code.

This resolution was duly adopted by the following roll call vote:
Aye: Allen, Bacher, Donatelli, Earnshaw, Fuller, Heid, Munson – 7


d. Approval of District Insurance Policies

**Motion** by Heid, Seconded by Bacher
RESOLVED, That the East Penn Board of School Directors approve the following insurance policies:

PACK\(\text{A}@G\), AUTOMOTIVE, AND CYBER LIABILITY POLICY

RESOLVED, that the East Penn Board of School Directors accept the recommendation of the Insurance Advisory Council and award a contract for the package policy (general liability, property,
and auto) and a cyber-liability policy to School Boards Insurance Company of Pennsylvania, Inc. through broker USI Insurance Services at the quoted price of $276,599.

Note: Last year this policy was $288,467.

**UMBRELLA COVERAGE**

RESOLVED, that the East Penn Board of School Directors accept the recommendation of the Insurance Advisory Council and award a contract for a $19 million umbrella coverage policy to School Boards Insurance Company of Pennsylvania, Inc. through broker USI Insurance Services at the quoted price of $25,242.

Note: Last year this policy was $25,169.

**ERRORS & OMISSIONS POLICY**

RESOLVED, that the East Penn Board of School Directors accept the recommendation of the Insurance Advisory Council and award a contract for a School Leaders Errors & Omissions policy to School Boards Insurance Company of Pennsylvania, Inc. through broker Miers Insurance at the quoted price of $39,799.

Note: Last year this policy was $39,608.

**WORKERS’ COMPENSATION POLICY**

RESOLVED, that the East Penn Board of School Directors accept the recommendation of the Insurance Advisory Council and award the contract for Workers’ Compensation Insurance to School Boards Insurance Company of Pennsylvania, Inc. through broker USI Insurance Services at the quoted price of $452,791.

Note: Last year this policy was $446,099.

**STUDENT/ACCIDENT INSURANCE**

RESOLVED, that the East Penn Board of School Directors award a contract for a Student and Athletic Accident Insurance policy to American Management Advisors for a Plan AAA Interscholastic all-sports policy, which includes junior and senior high school football, junior and senior high school interscholastic and intramural sports, band, and cheerleading through broker USI Insurance Services at the quoted price of $62,000.

Note: Last year this policy was $60,436.

And be it further RESOLVED, that the East Penn Board of School Directors make available a voluntary student insurance plan (Plan AA primary excess over $100 with a maximum benefit of $1,000,000), which shall be offered on a voluntary basis through American Management Advisors at a cost of $30 for school-time coverage and $116 for 24 hour coverage.

During the discussion on the motion, Mr. Saul explained the selection process used by the district in selecting these insurance policies. He clarified that the district’s insurance advisory council, consisting of Miers Insurance and USI Insurance Services, also serves as brokers to the district who assist in facilitating this process.
This resolution was duly adopted by the following roll call vote:
Aye: Allen, Bacher, Donatelli, Earnshaw, Fuller, Heid, Munson – 7

e. **Contracts/Agreements**

**Motion** by Fuller, Seconded by Bacher
RESOLVED, That the East Penn Board of School Directors approve the following contracts/agreements, as per Exhibits #5, #6 & #7.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Type of Agreement</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Melmark</td>
<td>Educational Services Agreement</td>
<td>$545 per diem</td>
</tr>
<tr>
<td></td>
<td>2015-2016 Extended School Year (ESY)</td>
<td>7/11/16 – 8/19/16</td>
</tr>
<tr>
<td>The Pennsylvania School for the Deaf</td>
<td>2015-2016 Extended School Year (ESY)</td>
<td>$8,360</td>
</tr>
<tr>
<td></td>
<td>7/11/16 – 8/11/16</td>
<td></td>
</tr>
<tr>
<td>Lehigh Valley Health Network</td>
<td>Sports Medicine Services Agreement</td>
<td>$40,000 per year</td>
</tr>
<tr>
<td></td>
<td>2016-17 – 2020-2021 School Years</td>
<td></td>
</tr>
<tr>
<td>A. B.</td>
<td>Parent/Guardian Transportation Contract</td>
<td>$0.575/mile</td>
</tr>
<tr>
<td></td>
<td>EHS – 85.4 miles round trip</td>
<td>June 1, 2016 – June 13, 2016</td>
</tr>
</tbody>
</table>

During discussion on the motion, Dr. Schilder confirmed for Mrs. Allen there is one special education student each at Melmark and The Pennsylvania School for the Deaf. Dr. Schilder provided the district’s history with LVHN, compared the proposals received from both St. Luke’s and LVHN and explained the vetting process. He clarified that St. Luke’s submitted two proposals, the second one being received the morning of June 13. Mr. Dennis Ramella, Athletic Director, further clarified that if LVHN receives approval, they will redesign the training room which would include replacement of our existing equipment.

This resolution was duly adopted by the following roll call vote:
Aye: Allen, Bacher, Donatelli, Earnshaw, Fuller, Heid, Munson – 7

f. **Real Estate**

**Motion** by Fuller, Seconded by Bacher
RESOLVED, That the East Penn Board of School Directors approve the Sauerkraut Lane Extension Agreement and that the appropriate persons are authorized to execute all documents in connection thereto, as per Exhibit #8.

- President Earnshaw provided the history and background of the genesis of this agreement.
- During the discussion on the motion, several board members expressed their support of this motion. President Earnshaw explained that state law allows school districts to supersede zoning regulations that may otherwise apply to other property owners. Therefore the district would be permitted to build on land that is zoned as agricultural.
This resolution was duly adopted by the following roll call vote:
Aye: Allen, Bacher, Donatelli, Earnshaw, Fuller, Heid, Munson – 7

8. CURRICULUM

**Motion** by Munson, Seconded by Bacher
RESOLVED, That the East Penn Board of School Directors approve items 8.a. & 8.b. below as follows:

a. **Educational Conferences**

RESOLVED, That the East Penn Board of School Directors approve the estimated expenses for the individuals attending educational conferences, as per Exhibit #9.

b. **Textbook(s)**

RESOLVED, That the East Penn Board of School Directors approve the following textbook:

- **Course Title:** AP Chemistry
- **School(s)/Grade(s):** Emmaus H.S./10, 11, 12
- **Textbook Title:** Chemistry: The Central Science
- **Publisher:** Pearson
- **Total Estimated Cost:** Unit Cost: $160.47; Total Cost $10,398.46

➤ Dr. Schilder confirmed that this price is standard for AP textbooks.

These resolutions were duly adopted by the following roll call vote:
Aye: Allen, Bacher, Donatelli, Earnshaw, Fuller, Heid, Munson – 7

9. POLICY

1) Third & Final Reading and Adoption – Board Policy Series 200 – Pupils
   1) Part 1 of 2 – Policy 200 – 220

**Motion** by Bacher, Seconded by Fuller
RESOLVED, That the East Penn Board of School Directors adopt the new and/or revised Board policies and retire existing policies, as per Exhibit #10.

➤ Dr. Munson, proposed an amendment, Seconded by Donatelli, to strike item #3 under Off-Campus Activities, on page 3 of Policy 218.

- During the discussion on the proposed amendment, Dr. Munson provided his opinion and justification of his proposal. Other Board members asked questions, provided comments, and shared their concerns of striking this language from the policy. Solicitor Fisher clarified the words “substantially disruptive” comes from case law. Both Dr. Munson and Solicitor Fisher provided scenarios surrounding this policy as examples to justify their respective reasoning of this wording and the policy.

The amended motion failed as a result of the following roll call vote:
Aye: Munson – 1
Nay: Allen, Bacher, Donatelli, Earnshaw, Fuller, Heid - 6
Vote returned to the original motion as originally moved.

This resolution was duly adopted by the following roll call vote:
Aye: Allen, Bacher, Donatelli, Earnshaw, Fuller, Heid, Munson – 7

10. OTHER EDUCATIONAL ENTITIES

   - JOC Members: Mr. Champagne, Mr. Earnshaw, Ms. Fuller, Ms. Heid
   - Ms. Fuller reported on the following:
     - LCTI hosted a send-off ceremony acknowledging their students' achievements. Attendees had the opportunity to meet with the employers of these students.
     - Ms. Fuller & President Earnshaw attended the Skills USA sendoff breakfast hosted at Air Products. Two East Penn students will be competing in SkillsUSA, one in maintenance and one in web design. Home Depot and Bosch underwrite these programs. Students have the opportunity to meet the best in their class in the country.

b. Carbon Lehigh Intermediate Unit – Report
   - Ms. Fuller reported on the following:
     - CLIU is currently making changes in classrooms to accommodate students and determining facilities that need to be availability for the new school year.
     - No changes of facilities for EPSD students
     - Ms. Fuller viewed a video presentation honoring a 1st grade student in need of many special services. The student's father commended the intervention team offered by the IU.

11. LEGISLATIVE

a. Mr. Ballard was not present.

12. ANNOUNCEMENTS

   - President Earnshaw commended the graduating seniors.

   - An Executive Session was held on Monday, June 13, 2016, at 7:00 p.m. to discuss labor relations, confidential matters and real estate.

   - Next Board Meeting is scheduled for Monday, June 27, 2016 at 7:30 p.m.

13. OTHER ITEMS TO COME BEFORE THE BOARD

   - As suggested by Dr. Munson, Dr. Schilder advised he will look into having the speeches that were given at graduation displayed on the district website for public view.

   - Ms. Allen requested a discussion item regarding the establishment of committees be included in the July 11th Board agenda.
14. ADJOURN

There being no further business to come before the Board, Motion to adjourn was made by Fuller, Seconded by Bacher at 9:00 p.m.

Respectfully submitted,

Janine L. Allen
Board Secretary
East Penn School District
EXHIBITS

June 13, 2016
Dear Lynn,

I want to thank you for the opportunity I have had to be part of the Shoemaker family for the last three years as an instructional assistant. It has been a privilege to work with such superb, caring, and committed faculty and staff. Likewise, it has been a blessing to serve the students who will be the future leaders in our community and world. It is with mixed emotions that I must inform you that I will not be returning to my position in the upcoming school year. Over the last ten years, I have chosen to work part-time as a paraprofessional in the schools so that I could still be very hands-on in raising our four sons and in supporting my husband’s career. Our youngest son will be entering high school in the fall, and we have decided that now is the time for me to return to full-time employment. I will first be training at Lehigh Carbon Community College in their 2-year medical assistant program and then seeking a full-time position in a medical setting.

I will always hold my time here at Shoemaker dear to my heart, and I am grateful to have been given the opportunity to touch the lives of the precious children that the school serves. May you continue to experience wisdom, joy, and success as you pursue excellence in educating our young people.

My very best wishes,

Karen Freeman
June 6, 2016

Richard K. Bernecker

East Penn School District
800 Pine Street
Emmaus, PA 18049

Attn: East Penn School Board of Directors

To Who It May Concern:

I hereby tender my resignation as a custodian in the maintenance department of the East Penn School District. My effective retirement date is July 21, 2016.

Thank you for your attention to this matter.

Sincerely,

Richard K. Bernecker
**Fund Accounting Check Summary**

**FIRST NIAGARA-GENFUN - From 07/01/2015 To 06/30/2016**

Note: Output selection limited to transactions dated between 05/24/2016 and 06/13/2016

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# - Payables within Check  P - Prenote  d - Direct Deposit  c - Credit Card Payment

06/09/2016 10:25:35 AM

EAST PENN SCHOOL DISTRICT  Page 1
Fund Accounting Check Summary  
FIRST NIAGARA-GENFUN - From 07/01/2015 To 06/30/2016  
Note: Output selection limited to transactions dated between 05/24/2016 and 06/13/2016

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* Denotes Non-Negotiable Transaction

06/09/2016 10:25:35 AM
### Fund Accounting Check Summary

**FIRST NIAGARA-GENFUN** - From 07/01/2015 To 06/30/2016

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* Denotes Non-Negotiable Transaction

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06/09/2016 10:25:36 AM  EAST PENN SCHOOL DISTRICT  Page 3
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Denotes Non-Negotiable Transaction

# - Payables within Check
P - Prenote
D - Direct Deposit
C - Credit Card Payment

06/09/2016 10:25:36 AM
EAST PENN SCHOOL DISTRICT
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* Denotes Non-Negotiable Transaction

# - Payables within Check  P - Prenote  d - Direct Deposit  c - Credit Card Payment
### Fund Accounting Check Summary

**FIRST NIAGARA-GENFUN** - From 07/01/2015 To 06/30/2016

**Note:** Output selection limited to transactions dated between 05/24/2016 and 06/13/2016

**Check #** | **Vendor Name** | **Description Of Purchase** | **Check Amount**
--- | --- | --- | ---
*D0001557* | JESSICA BABBITT | MILEAGE REIMBURSEMENT | 4.64 d
*D0001558* | GENEVIEVE G BAILLIE | MILEAGE REIMBURSEMENT | 15.34 d
*D0001559* | BAKER & TAYLOR | BOOKS/PERIODICALS | 471.23 d
*D0001560* | BEARING AND DRIVE SOLUTIONS | SUPPLIES | 151.00 d
*D0001561* | MEGAN BEHR | SUPPLIES | 26.94 d
*D0001562* | JACOB BEITLER | TUITION REIMBURSEMENT | 2,020.00 d
*D0001563* | BARBARA BORGIONI | MILEAGE REIMBURSEMENT | 15.77 d
*D0001564* | BONNE N BOSCO | EYE CARE | 75.00 d
*D0001565* | CYNTHIA M BRASHEAR | TUITION REIMBURSEMENT | 3,366.00 d
*D0001566* | ADAM BRAUCHLE | MILEAGE REIMBURSEMENT | 495.00 d
*D0001567* | KRISTEN BREIDENBACH | CONFERENCE ADVANCE | 124.86 d
*D0001568* | TODD BREINER | MEDICAL REIMBURSEMENT | 123.86 d
*D0001569* | LYNN BRINCKMAN | MEDICAL REIMBURSEMENT | 87.98 d
*D0001570* | PAMELA A BRIDY | CONFERENCE EXPENSE | 1,725.00 d
*D0001571* | DAVID BUDINAS | TUITION REIMBURSEMENT | 1,725.00 d
*D0001572* | BARBARA B BUNN | EYE CARE | 75.00 d
*D0001573* | KRISTEN CAMPBELL | MEDICAL REIMBURSEMENT | 516.20 d
*D0001576* | DONNA CHOBOT | SUPPLIES | 305.00 d
*D0001577* | STEPHANIE CIGNARELLA | EYE CARE | 75.00 d
*D0001578* | KIRSTY COMER | PROFESS EDU SERVICES EMPLOYEE TRAI | 50.00 d
*D0001579* | JENNIFER CORONA | SUPPLIES | 25.81 d
*D0001580* | MARK COVELLE | TUITION REIMBURSEMENT | 2,820.00 d
*D0001581* | WENDY CROSSLEY | MEALS/REFRESHMENTS | 13.99 d
*D0001582* | VINCENT J DABROWSKI | MILEAGE REIMBURSEMENT | 13.99 d
*D0001583* | HEATHER DAY | SUPPLIES | 35.64 d
*D0001584* | JORDAN DECKER | TUITION REIMBURSEMENT | 161.71 d
*D0001585* | TARA DESIDERIO | CONFERENCE EXPENSE | 294.76 d
*D0001586* | ANN DEWALT | TUITION REIMBURSEMENT | 1,410.00 d
*D0001587* | JOSHUA DIETZ | TUITION REIMBURSEMENT | 3,219.00 d
*D0001588* | BRIDGET M DOKLAN | CONFERENCE ADVANCE | 925.00 d
*D0001589* | ENTERTAINMENT SERVICES GROUP INC | SUPPLIES | 64.76 d
*EPSD CAFETERIA FUND* | | STATE REIMBURSEMENT | 20,223.90 d
*D0001591* | JAYNE A ERDMAN | EYE CARE | 75.00 d
*D0001592* | FABTECH WELDING & REPAIR CORP | REPAIRS/MAINTENANCE | 100.00 d
*D0001593* | FASTENAL COMPANY | SUPPLIES | 13.72 d

* Denotes Non-Negotiable Transaction

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<th>#</th>
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<th>P</th>
<th>- Prenote</th>
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**Fund Accounting Check Summary**

**FIRST NIAGARA-GENFUN - From 07/01/2015 To 06/30/2016**

*Note: Output selection limited to transactions dated between 05/24/2016 and 06/13/2016*

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* Denotes Non-Negotiable Transaction

- **#** - Payables within Check
- **P** - Prenote
- **d** - Direct Deposit
- **c** - Credit Card Payment

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EAST PENN SCHOOL DISTRICT Page 7
### Fund Accounting Check Summary

**FIRST NIAGARA - GENFUN** - From 07/01/2015 To 06/30/2016

Note: Output selection limited to transactions dated between 05/24/2016 and 06/13/2016

<table>
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<tr>
<th>Check #</th>
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* Denotes Non-Negotiable Transaction

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EAST PENN SCHOOL DISTRICT

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**10-GENERAL FUND**

3,596,746.33

# - Payables within Check  P - Prenote  d - Direct Deposit  c - Credit Card Payment

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### Fund Accounting Check Summary

**FIRST NIAGARA-GENFUN - From 07/01/2015 To 06/30/2016**

*Note: Output selection limited to transactions dated between 05/24/2016 and 06/13/2016*

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<th>Vendor Name</th>
<th>Description Of Purchase</th>
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* Denotes Non-Negotiable Transaction

# - Payables within Check  P - Prenote  d - Direct Deposit  c - Credit Card Payment

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EAST PENN SCHOOL DISTRICT

Page 10
## Fund Accounting Check Summary

**ATHLETIC FUND** - From 07/01/2015 To 06/30/2016

*Note: Output selection limited to transactions dated between 05/24/2016 and 06/13/2016*

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10 - **GENERAL FUND**

Grand Total Manual Checks : 0.00
Grand Total Regular Checks : 2,010.00
Grand Total Direct Deposits: 0.00
Grand Total Credit Card Payments: 0.00
Grand Total All Checks : 2,010.00

* Denotes Non-Negotiable Transaction

# - Payables within Check
P - Prenote
d - Direct Deposit
C - Credit Card Payment

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EAST PENN SCHOOL DISTRICT
Page 1
## Fund Accounting Check Summary

**PLGIT** - From 07/01/2015 To 06/30/2016

Note: Output selection limited to transactions dated between 05/24/2016 and 06/13/2016

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### 10 - GENERAL FUND

- Grand Total Manual Checks: **34,788.52**
- Grand Total Regular Checks: **0.00**
- Grand Total Direct Deposits: **0.00**
- Grand Total Credit Card Payments: **0.00**
- Grand Total All Checks: **34,788.52**

* Denotes Non-Negotiable Transaction

# - Payables within Check
P - Prenote
D - Direct Deposit
C - Credit Card Payment

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EAST PENN SCHOOL DISTRICT

Page 1
## Fund Accounting Check Summary

**CF-2010 GOB SERIES A - From 07/01/2015 To 06/30/2016**

*Note: Output selection limited to transactions dated between 12/08/2015 and 06/13/2016*

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<td>9,459.52</td>
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</table>

- **33-2010 SERIES A.** 9,459.52
- **Grand Total Manual Checks:** 0.00
- **Grand Total Regular Checks:** 9,459.52
- **Grand Total Direct Deposits:** 0.00
- **Grand Total Credit Card Payments:** 0.00
- **Grand Total All Checks:** 9,459.52

*Denotes Non-Negotiable Transaction*

# - Payables within Check  
P - Prenote  
d - Direct Deposit  
c - Credit Card Payment
### Fund Accounting Check Summary

**CAPITAL RESERVE - From 07/01/2015 To 06/30/2016**

Note: Output selection limited to transactions dated between 01/12/2016 and 06/13/2016

<table>
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<tr>
<th>Check #</th>
<th>Vendor Name</th>
<th>Description Of Purchase</th>
<th>Description Of Purchase</th>
<th>Check Amount</th>
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<td>SNYDER HOFFMAN ASSOCIATES</td>
<td>JEFFERSON AIR-COOLED CHILLER REPL.</td>
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<td>2,571.25</td>
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</table>

32-CAPITAL RESERVE FUND

- Grand Total Manual Checks : 0.00
- Grand Total Regular Checks : 2,571.25
- Grand Total Direct Deposits: 0.00
- Grand Total Credit Card Payments: 0.00
- Grand Total All Checks : 2,571.25

* Denotes Non-Negotiable Transaction

06/07/2016 11:27:59 AM
EDUCATIONAL SERVICES AGREEMENT

AGREEMENT dated this _______ day of __________________________ 2016, between the EAST PENN SCHOOL DISTRICT in the Commonwealth of Pennsylvania (hereinafter referred to as HOME DISTRICT) and MELMARK, INC. an Approved Private School for in the County of Delaware in the Commonwealth of Pennsylvania (hereinafter referred to as the APPROVED PRIVATE SCHOOL or APS).

WITNESSETH

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

1. The HOME DISTRICT agrees to purchase EXTENDED SCHOOL YEAR services described in the Individual Education Program for a day student from the Home District. The APPROVED PRIVATE SCHOOL agrees to provide the educational services described in the Individual Education Program in accordance with the applicable Federal, State and local statutes, rules and regulations.

2. This AGREEMENT shall be in effect for ESY beginning 7/11/16 through 8/19/16 (30 days).

3. The HOME DISTRICT agrees to pay $545.00 per diem for ESY Program as required by the IEP which will be billed monthly. The obligation of the Home District for such payment is neither implicated by, nor dependent upon, any potential reimbursement from any source, including but not limited to federal, state, municipal, or private agencies, and the Home District will make timely payments to the Approved Private School without regard to such potential reimbursement. The payment obligations of the Home District under this contract are expressly independent of, and unrelated to, Pennsylvania’s system of reimbursement for Approved Private School placements, and this contract may not be abrogated, modified, or avoided by the Home District for any reason related to such system (or any system) of reimbursement or the regulatory or administrative requirements related thereto. Nothing in this paragraph is intended to constitute a waiver by Home District of its right to pursue reimbursement for any of the tuition covered by this agreement from the Pennsylvania Department of Education or any other responsible party.

4. Services required beyond those recommended by Melmark’s education and treatment team are considered extraordinary services and will be subject to additional payment by the school district for these services.

5. The APS will keep attendance records that will be submitted with the bill. The student’s absence from the School shall not constitute a termination of the student’s enrollment nor reduce any amount that the Home District is obligated to pay hereunder without the APS’s prior written consent. The Home District shall receive notice of the Student’s absence in excess of 14 consecutive days for the purposes of convening an IEP Team Meeting.
6. If the APS determines that it can no longer appropriately serve the student, the Home District shall take all available steps to obtain an appropriate alternative program and to effectuate a transfer to that program. This responsibility on the part of the Home District does not negate or reduce the right of the APS to discharge the student in a manner consistent with applicable law under such circumstances.

7. The parties to this AGREEMENT intend to protect the privacy and provide for the security of Protected Health Information that may be disclosed pursuant to the execution and performance of this Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

"Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 164.501.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed as of this ___ day of ____________, 2016.

MELMARK, INC.  EAST PENN SCHOOL DISTRICT

Joseph M. Zakrzewski, CPA  Date  Authorized School District Representative  Date
Vice President and CFO

Expanding life's options
2600 Wayland Road, Berwyn, Pennsylvania 19312  1.888.MELMARK  www.melmark.org
2016 Extended School Year (ESY)

CONTRACT AGREEMENT

AGREEMENT dated April 6, 2016, between the EAST PENN SCHOOL DISTRICT (hereinafter referred to as the “SENDING DISTRICT”) and The Pennsylvania School for the Deaf (PSD), an approved private school in the Commonwealth of Pennsylvania (hereinafter referred to as “PSD”).

WITNESSETH

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

1. The SENDING DISTRICT agrees to purchase a 20 full day 2016 ESY program for

2. This AGREEMENT shall be in effect for the 2016 Extended School Year commencing July 11, 2016 and terminates on August 11, 2016.

3. The SENDING DISTRICT agrees to pay the daily tuition of $262.00 per student (prorated of Five Thousand Two Hundred Forty Dollars ($5,240.00) for 20 days of ESY tuition). In addition, the per diem cost for PCA 1:1 support will be $156, with a total charge of $3,120 for 20 days of programming.

4. The SENDING DISTRICT agrees to provide transportation to/from PSD as stipulated in the cover letter.

5. IEP driven OT/PT Services will be an additional cost of $100.00 per service hour.

6. PSD agrees to record the pupil’s attendance.

7. The AGREEMENT may be terminated by the SENDING DISTRICT or by PSD upon 30 calendar days written notification to the other party. The SENDING DISTRICT shall be responsible for full tuition.
8. The continued need for this educational program will be carefully monitored and, if/when a child in placement is appropriate, the IEP team will re-convene to discuss such changes.

9. In the event that any dispute arises out of this AGREEMENT the parties will seek to resolve the dispute as expeditiously as possible. The interests of this pupil shall be of the foremost concern in resolving such disputes.

10. In the event the approval status of PSD is discontinued by the Pennsylvania Department of Education, this AGREEMENT may be terminated. The SENDING DISTRICT shall be responsible for tuition for the days the pupil is enrolled.

11. PSD agrees not to assign this contract or any portion thereof to any other entity.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed as of this April 6, 2016.

Marja Brandon - Head of School

The Pennsylvania School for the Deaf

ATTEST:

Dario Bellot, Chief Financial Officer

The Pennsylvania School for the Deaf

Title: __________________________

District: EAST PENN SCHOOL DISTRICT

Title: __________________________

District: EAST PENN SCHOOL DISTRICT
SPORTS MEDICINE SERVICES AGREEMENT

THIS SPORTS MEDICINE SERVICES AGREEMENT ("Agreement") is entered into this day of June 2016, by and between LEHIGH VALLEY HEALTH NETWORK, a Pennsylvania not-for-profit hospital corporation ("LVHN"), and EAST PENN SCHOOL DISTRICT (the "School District").

RELEVANT FACTS:

A. The School District requires sports medicine services for certain interscholastic events and sports for team practices as detailed in the Agreement ("Services").

B. LVHN, through its subsidiaries, employs staff who are qualified to perform the Services.

C. The School District desires to engage LVHN to provide the Services and LVHN is willing to provide the Services under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the terms and condition stated herein, the parties agree as follows:

1. Description of Services. LVHN shall provide Services as follows:

(a) Render first aid treatment of injuries to athletes of the School District that occur during Covered Practices/Events for those injuries which are appropriately so treated by a qualified athletic trainer. For injuries that require the services of a physician, the first aid treatment rendered pursuant to this Agreement will be of an interim nature pending the arrival of an ambulance and/or physician and/or the transportation by the School District or others of the injured athlete to a physician or hospital.

(b) Advise within the scope of practice for an athletic trainer on a rehabilitation program for the injured athlete that is appropriate for the treatment of the injury involved and the injured athlete is not under the care of a physician for the injury.

(c) Perform follow-up evaluations within the scope of practice for an athletic trainer of the remediation of the injury and consultation with athletic coaches, medical providers, and the injured athlete with respect to re-entry in athletic activity.

(d) Concussion testing and management of post-concussive syndrome within the scope of practice for an athletic trainer.

Additional details of the Services, coverage for events and practices are set forth in Exhibit A.
2. Assignment of Athletic Trainers. LVHN shall designate the athletic trainer(s) who shall provide Services. If issues arise regarding the performance or behavior of the Athletic Trainer(s) providing Services, any such issue or concern must be stated in writing and addressed to: Clinical Manager of Outreach Athletic Training and Sports Performance Services at the address listed below. If the parties agree that the assigned Athletic Trainer is not fulfilling the service requirements, LVHN shall exercise commercially reasonable efforts to assign another Athletic Trainer to the School District. Current staff athletic trainers will not be re-assigned by LVHN management without cause or unless specifically requested by the athletic trainers themselves.

3. Facilities and Equipment. The School District shall provide the necessary facilities and equipment (excluding the supplies to be provided by LVHN as set forth under Exhibit A) necessary for LVHN to provide the Services.

4. Payment. In consideration for the Services rendered, the School District shall compensate LVHN in the amount and pursuant to the terms set forth in Exhibit B.

5. Term. The term of the Agreement shall commence as of the date first above written, for five (5) years, starting with the School Year 2016-2017, and end at the end of the School Year 2020-2021 unless earlier terminated as set forth in this Agreement (the “Initial Term”) at the rates as outlined in Exhibit B. After the Initial Term, this Agreement may be renewed for an additional three (3) years (the “Renewal Term”) if agreed upon by both parties no less than 180 days prior to the end of the Initial Term at the rates as outlined in Exhibit B.

6. Default. If at any time during the term of the Agreement, either party shall be in default in any of its covenants or agreements made herein, the non-breaching party shall notify the other party in writing of such default and permit thirty (30) days after written notice is provided to cure the default (the “Cure Period”). At the end of the thirty (30) day Cure Period, the non-breaching party shall determine that either (i) the breach has been corrected, in which case the contract will continue in full force and effect subsequent to the Cure Period, or (ii) the breach has not been corrected, in which event the non-breaching party may by further written notice, cancel the Agreement thirty (30) days from the Cure Period. In the event that the non-breaching party does not act pursuant to either (i) or (ii) above, the breach shall be deemed corrected and the Agreement shall continue in full force and effect thereafter. If the Agreement is terminated pursuant to this provision, the non-breaching party is entitled to pursue any and all remedies available at law or in equity with respect to such default.

7. Change in Law. In the event of any material change in any federal or state law or regulation or the interpretation or enforcement of any federal or state law or regulation, including but not limited Section 501(c )(3) of the Internal Revenue Code of 1986, as amended, that is considered by a party in good faith to create a significant likelihood of sanction, penalty or other detriment based on the terms of this Agreement, upon the request of a party, the parties shall enter into good faith negotiations concerning the affected provision(s) to remedy such terms or conditions. In the event the parties are unable to reach agreement concerning the affected provision(s) within sixty (60) days or such shorter period as may be required as a result of the change in law, either party shall have the right to immediately terminate this Agreement.
8. **Additional School District Responsibilities.** School District acknowledges that the School District is solely responsible for the determination of the types, quality, design and all other aspects of athletic and other equipment worn or otherwise utilized by the athletes, the design, maintenance and repair of facilities and for the administration, interpretation and operation of School District policies and procedures. School District acknowledges and agrees that the personnel provided by LVHN under this Agreement rely on direction provided by School District in respect to its policies and procedures. School District acknowledges and agrees that the personnel provided by LVHN shall not engage in activities or perform services except as set forth in **Exhibit A**. To the extent the School District requires the assigned Athletic Trainer(s) to be orientated and knowledgeable about School District policies, School District shall provide orientation to the Athletic Trainer(s) assigned to the School District informing them of any such policies.

9. **Insurance.** Each party agrees to maintain insurance during the term of the Agreement in the amounts and scope customary and necessary for entities engaging in the activities set forth under this Agreement. Nothing in this Agreement shall be construed to waive or limit the immunity granted the School District under the Pennsylvania Political Subdivision Claims Act.

10. **Miscellaneous.**

   (a) **Notices.** All notices, requests, or other communications required hereunder shall be sufficient only if given in writing and shall be deemed given only when delivered personally or deposited in the United States Mail by certified or registered mail, postage prepaid addressed as follows:

   **If to LVHN:**
   Clinical Manager of Athletic Training  
   Lehigh Valley Health Network  
   2100 Mack Boulevard  
   Allentown, PA 18103  
   
   with a copy to: Vice President, Legal Services  
   Lehigh Valley Health Network  
   234 North 17th Street  
   Allentown, PA 18104

   **If to School District:**
   Director of Athletics and Student Activities  
   500 Macungie Avenue  
   Emmaus, PA 18049  
   
   with a copy to: Superintendent of Schools  
   800 Pine Street  
   Emmaus, PA 18049

   Such addresses may be changed by either party by written advice as to the new address delivered to the other party at the address provided above.
(b) **Subcontracting.** LVHN reserves the right to subcontract for the performance of any of its obligations under this Agreement to any of its Lehigh Valley Health Network affiliated entities.

(c) **No Assignment.** Except as otherwise provided herein, neither party shall assign this Agreement or its rights or duties hereunder without the express written permission of the other party.

(d) **Modification.** Any modification to this Agreement shall be in writing and signed by both parties except as specifically set forth herein.

(e) **Independent Contractor.** None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between or among the parties other than that of independent contractors. Except as otherwise provided, neither of the parties shall be construed to be the agent, partner, co-ventures, employee or representative of the other. None of the provisions of this Agreement are intended to create or to be construed as creating any agency, partnership, joint venture or employment relationship between or among the School District, LVHN or any of their respective employees, subcontractors, servants, agents or representatives.

(f) **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and is subject to all applicable Federal and State laws, rules and policies.

(g) **Partial Invalidity.** The invalidity or unenforceability of any particular provision(s) of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision(s) were omitted.

(h) **Waiver.** The failure of either party to insist in any instance upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenants or condition, but the obligations of either party with respect thereto shall continue in full force and effect.

(i) **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same document.

(j) **Headings.** The headings of the paragraphs contained herein are for convenience only and do not define, limit or construe the contents of such paragraphs.

(k) **Complete Agreement.** All negotiations, considerations, representations and understandings between the parties are incorporated herein, and this Agreement, including all Exhibits attached hereto, represents the complete understanding of the parties and supersedes all prior or contemporaneous Agreements, negotiations, discussions, and/or understandings, whether written or oral, related to the subject matter of this Agreement.
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above written.

EAST PENN SCHOOL DISTRICT

By: ____________________________
Name (Printed) __________________
Title: __________________________
Date: __________________________

LEHIGH VALLEY HEALTH NETWORK

By: ____________________________
Name (Printed) __________________
Title: __________________________
Date: __________________________
EXHIBIT A

1.  (a) Four (4) full time athletic trainers. Athletic Trainer Services Monday through Saturday, not to exceed 40 hours per week per full time athletic trainer during the school year.

   (b) Athletic Trainer Services will be available Monday through Friday, at mutually agreeable times for “Covered Sports” as outlined below during summer months when school is not in session.

2.  Athletic Trainer Covered Practices/Events

   (a) Covered Sports to which this Agreement applies are all Senior High School and Middle School Sports (boys and girls) that are played on an inter-scholastic basis (“Covered Sports”) subject to the limitations and conditions set forth in Paragraph 2(b) below.

   (b) Practices and/or Events of the Covered Sports to which this Agreement applies are:

      (i) Practices and home games for each of the Covered Sports on a six (6) days per week basis (including Saturday for home games, if applicable). Provided, however, that the Covered Sports practices and/or home games which are being held concurrently are all being held in reasonable proximity to each other at the High School or Middle School facility, it being understood that the services of only four full time qualified athletic trainers are being provided who will circulate as needed among the practices and/or home games. When one or more home game and/or practice are scheduled for Saturday, the School agrees to schedule them so they are held concurrently at approximately the same time periods.

      (ii) Away games for Senior High Varsity Football only.

      (iii) The athletic trainer(s) providing the services hereunder shall arrive one-half (1/2) hour prior, in the case of scheduled practice, and two (2) hours prior to the start of scheduled home games, and in the case of away games, one-half (1/2) hour before the scheduled departure time for the team transportation to the game.

      (iv) The services to be provided hereunder shall be rendered at the High School or Middle School facility or, in the case of away games, at the location of the game except for preparatory services at the appropriate School facility prior to team departure.

      (v) The athletic trainers will travel with teams to playoff games whenever possible. Priority for athletic training coverage is for home events always, but travel to playoff games is encouraged whenever scheduling allows.

      (vi) LVHN employees shall have no obligation to perform services hereunder except as specifically described in this Paragraph 2(b) of this Exhibit A.
3. Concussion management program will follow guidelines established by LVHN’s concussion management protocol. LVHN will supply the school with ImPact testing needed for all baseline and post injury tests done by the athletic training staff at the school at no additional charge. LVHN further assumes responsibility for coordination of dates and staff for the baseline impact testing evaluations. School assumes responsibility for coordination of facility on campus where baseline impact testing evaluations will be held.

4. Sports medicine trained physician will provide medical coverage for all home varsity, junior varsity, junior high, and middle school football games. The services provided are for the evaluation of athletic injuries that fall within the scope of a physician. Physician services are limited to evaluation of athletic injuries for the purposes of assessing return to play status, or recommending further medical care as deemed necessary. These services will be provided at no additional cost to the school district, and the services will not be billed to the athlete.

5. PIAA Comprehensive Initial Pre-Participation Physical Evaluations (CIPPE) will be performed for all high school and middle school inter-scholastic athletes as defined by the Pennsylvania Interscholastic Athletic Association in conjunction with school physician. These physical evaluations will be performed three times annually at mutually agreeable dates, times, and locations, and will be provided at no cost to the school district. LVHN further assumes responsibility for coordination of dates and staff for the pre-participation physical evaluations. School assumes responsibility for coordination of facility on campus where pre-participation physical evaluations will be held and obtaining the necessary parental consent.

6. Sports Performance services will be provided to the school district. These services will include a sports performance evaluation for each inter-scholastic athlete annually prior to the beginning of their sports season at no cost to the school district. These evaluations will be done at mutually agreeable dates, times, and locations to be determined individually by each team and the LVHN sports performance staff. Further, LVHN is offering sports performance training to each inter-scholastic team interested in engaging in team sports performance training. The school will be offered an annual allowance of $10,000 worth of sports performance training based on the most current published pricing structure to be used at their discretion. Each participant’s parent or guardian shall sign a liability waiver/release related to these services, a copy of which shall be provided by LVHN to the School District.

7. LVHN will offer access to any of the three LVHN Fitness centers to in season full time coaching staff, as well as in season inter-scholastic high school and middle school athletes at a discount of 50% off of the most current published pricing structure. Athletes and coaches must present the fitness center with proof of participation which will be provided by LVHN, and verified by the East Penn Athletic Director. Each student participant’s parent or guardian shall sign a liability waiver/release related to these services, a copy of which shall be provided by LVHN to the School District.

8. Care Coordinator: With such a large network of services, it can be a daunting task trying to navigate through the system. As part of the Sports Medicine Services Contract with East Penn School District, LVHN will provide to East Penn School District a dedicated Care Coordinator. This staff member is your school district’s link to navigating through the increasingly complicated world of healthcare. The Care Coordinator will streamline access with preferential scheduling to the
appropriate provider by assisting with making appointments and helping to guide follow up care as needed. The goal of the Care Coordinator is to eliminate unnecessary wait time, unnecessary appointments, and unnecessary down time from sports, thereby also eliminating unnecessary health care costs to families and the school district. This service is available to all schools in the district at no additional cost. In addition, the Care Coordinator will also review school insurance claims periodically to ensure that costs are appropriate and will work to ensure that School insurance is being utilized in the most cost effective manner possible.

9. **Provision of Supplies; Advertising.** LVHN additionally agrees to provide supplies necessary in connection with the provision of athletic trainer services at School ("Supplies"), which such Supplies shall be used exclusively by the athletic trainers provided by LVHN for the purpose of evaluating and managing athletic injury. Supplies will be requested and purchased at the discretion of the athletic trainers and shall not exceed eight thousand dollars ($8,000.00) annually in value for high school and middle school supplies. However, School acknowledges that it is solely responsible for the determination of the types, quality, design and all other aspects of athletic and other equipment worn or otherwise utilized by the athlete in Covered Practices/Events.

School agrees to allow LVHN to place advertisements not exceeding eight thousand dollars ($8,000.00) annually in value as follows: (a) LVHN banners on the playing field for each home game; (b) half (½) page advertisement in sports-related programs at School; (c) opportunity for scoreboard advertisement for home sporting events; and (d) a public announcement, prior to game start and at halftime, during home football and basketball games recognizing LVHN and the athletic trainers provided by LVHN.

In addition, LVHN agrees to assist the School in renovating the High School athletic training room. LVHN will provide the school district with up to twenty five thousand dollars ($25,000) in equipment and supplies necessary to complete the renovation, limited to equipment and supplies used exclusively by the athletic trainer for the purpose of evaluating and managing athletic injury. Examples include, but are not limited to taping tables, treatment tables, whirlpools, and cabinets. Supplies will be purchased by LVHN directly and must be approved by LVHN prior to purchase. In exchange, School agrees to place signage in the athletic training room not exceeding twenty five thousand dollars ($25,000) in value for the duration of the agreement. In the event that this Agreement terminates prior to the end of the Initial Term, School District agrees to pay LVHN a proportionate amount of the twenty five thousand dollars based on the remaining months in the Initial Term.
EXHIBIT B

All fees shall be paid to LVHN in 10 equal monthly installments, the first such installment shall be paid on August 31st, 2016 and thereafter on the last day of each successive month until the fee is paid in full, annually.

Initial Term:

1. **Fees: 2016-2017 School Year.**
   Fee of $40,000 payable for the services as outlined in the agreement above.

2. **Fees: 2017-2018 School Year.**
   Fee of $40,000 payable for the services as outlined in the agreement above.

3. **Fees: 2018-2019 School Year.**
   Fee of $40,000 payable for the services as outlined in the agreement above.

4. **Fees: 2019-2020 School Year.**
   Fee of $40,000 payable for the services as outlined in the agreement above.

5. **Fees: 2020-2021 School Year.**
   Fee of $40,000 payable for the services as outlined in the agreement above.

Renewal Term (If Applicable):

1. **Fees: 2021-2022 School Year.**
   Fee of $40,000 payable for the services as outlined in the agreement above.

2. **Fees: 2022-2023 School Year.**
   Fee of $40,000 payable for the services as outlined in the agreement above.

3. **Fees: 2023-2024 School Year.**
   Fee of $40,000 payable for the services as outlined in the agreement above.
SAUERKRAUT LANE EXTENSION AGREEMENT

THIS AGREEMENT made this _______ day of _________, 2016 by and between Jaindl Land Company ("Jaindl") of 3150 Coffeetown Road, Orefield, Pennsylvania 18069 and the East Penn School District ("School District") of 800 Pine Street, Emmaus, Pennsylvania 18049 is as follows:

WITNESSETH:

WHEREAS, on November 13, 2006 the parties entered into an Agreement of Sale, and on March 27, 2007, the parties entered into a series of agreements including a Two-Party Agreement (Post Closing), an Exclusive Option Agreement and a Declaration of Covenants and Recordable Memorandum of Agreement (collectively the "Prior Agreements"); and

WHEREAS, the School District, Jaindl and Peter Oliver Romig, Philip C. Romig and Julia P. Sayre entered into a Tri-Party Agreement dated March 27, 2007 (the "Tri-Party Agreement"), in which the parties thereto agreed, in pertinent part, that Jaindl would acquire the Residue Property (as hereinafter defined), that the Residue Property
would be used for private enterprise, and that Jaindl was the legal and beneficial owner of the Residue Property; and

WHEREAS, the Prior Agreements and the Tri-Party Agreement generally provided, in pertinent part, that (a) with the assistance of Jaindl the School District would purchase from Peter Oliver Romig, Philip C. Romig and Julia P. Sayre all that certain 107± acre tract of land located along Route 100, Lower Macungie Township, Lehigh County, Pennsylvania, identified as Lehigh County PIN Nos. 5464803794861 and 5463794805791, together with all buildings and improvements located thereon ("Entire Property"); (b) notwithstanding its purchase of the Entire Property, the School District would hold only nominal title for the use and benefit of Jaindl of fourteen (14) net acres ("Residue Property") of the Entire Property along Route 100 exclusive of any road right-of-way to be deeded to the Commonwealth of Pennsylvania Department of Transportation ("PennDOT") and/or Lower Macungie Township ("Township"); (c) the School District would convey the Residue Property to Jaindl after a subdivision plan had been prepared and submitted by Jaindl to the Township and had been approved and recorded; (d) the School District would be responsible for 100% of the costs of constructing an extension of Sauerkraut Lane from Route 100 to the existing Quarry Road ("Original Sauerkraut Lane Extension") and 91.8% of the costs of an extension of Schoeneck Road from its present location to the future Sauerkraut Lane Extension ("Schoeneck Road Extension") all of which is more generally described on SK2, a drawing prepared by The Pidcock Company dated November 8, 2006 which is appended to one or more of the Prior Agreements; and (e) that upon request of either
party, Jaindl would undertake construction of both roadways consistent with the foregoing cost allocation; and

WHEREAS, since the execution of the Prior Agreements, increased traffic demand along existing Schoeneck Road has resulted in a number of accidents, congestion and other concerns at or near the intersection of Schoeneck Road and Route 100 prompting the Township to request of the School District and Jaindl to dedicate right-of-way to realign Schoeneck Road, and to provide stormwater facilities for the realigned Schoeneck Road, and to request of Jaindl that Jaindl construct a realignment of Schoeneck Road (collectively the “Schoeneck Road Realignment”); and

WHEREAS, the Schoeneck Road Realignment cuts through both the Entire Property and other lands of an affiliate of Jaindl; and

WHEREAS, prior to the Township’s recent communications with Jaindl and the School District, for several years, Jaindl and the School District have been discussing various potential designs for the Schoeneck Road Realignment; and

WHEREAS, except to the extent one would consider the Schoeneck Road Realignment to be a modification of the Schoeneck Road Extension, the Schoeneck Road Realignment, in its current form, was not specifically contemplated by the Prior Agreements, and renders the construction of the Schoeneck Road Extension depicted on SK2 as unnecessary; and

WHEREAS, both the School District and Jaindl desire to assist the Township in addressing traffic issues in or near the intersection of Schoeneck Road and Route 100, and at the same time address and conclude all outstanding matters between them related to the Prior Agreements; and
WHEREAS, the School District, in consultation with its solicitor and engineer, has concluded that the cost to fulfill its obligations under the Prior Agreements even without the Schoeneck Road Extension would substantially exceed the sum being paid hereunder, and therefore execution of this Agreement is of significant benefit to the School District; and

WHEREAS, notwithstanding the foregoing, the School District has not abandoned the purpose for which it originally sought to condemn the Entire Property.

NOW, THEREFORE, intending to be legally bound hereby, and for good and valuable consideration, the parties do hereby agree as follows:

1. The aforementioned recitals are incorporated herein as fully as though the same were set forth at length.

2. It is the intent of this Agreement to amend certain of the obligations and rights of the parties between them concerning the Entire Property and certain of the issues set forth in the Prior Agreements. Accordingly, upon execution of this Agreement, the Prior Agreements are amended as set forth herein; and except as amended by this Agreement, the Prior Agreements shall continue in full force and effect. This Agreement shall not in any way affect the validity of the Tri-Party Agreement, nor shall this Agreement amend or modify any of the terms, rights, conditions, covenants and obligations contained in the Tri-Party Agreement.

3. At its own expense, Jaindl shall pursue subdivision of the Entire Property into seven lots (the “Subdivision”), one of which shall be the Residue Property, eventually to
be conveyed to Jaindl as described hereafter, the others of which (excluding the lots on which the stormwater basins are located) shall remain property ("Non-Residue Property") of the School District, all as conceptually depicted in drawing E-911 prepared by The Pidcock Company dated February 29, 2016 and revised May 13, 2016, a copy of which is attached hereto, made a part hereof, and marked as Exhibit "A".

Notwithstanding the foregoing, if requested by the School District, two (2) lots will be created from Non-Residue Parcel number 1 (as shown on Exhibit "A"), if possible. The School District shall cooperate fully in all such efforts, including but not limited to the signing of applications and forms, communicating with governmental officials, participating in public meetings upon the request of Jaindl, and the implementation of any changes to the Subdivision (that is, any departure from the concept depicted on Exhibit "A") that is required by any governmental entity, law, regulation, or statute, etc.

Each party shall give to the other the opportunity to participate in any meetings or conversations with the Township concerning the Entire Property and each shall keep the other informed as to all related communications with the Township. In connection with subdivision plan approval, each party shall be responsible for timely cooperating with any required dedication of utility, stormwater and other easements. Approval of the Subdivision and pursuing the Sauerkraut Lane Extension Project (as hereinafter defined) will require addressing existing stormwater runoff from the Non-Residue Property. Addressing that stormwater management and its conveyancing may require: (i) additional easements and/or rights to be conveyed by the School District to the Township, and/or (ii) construction of an additional detention basin on the Non-Residue Property, which would be owned and maintained by the School District.
Promptly following recording of the subdivision plan by which the Residue Property has been lawfully subdivided, the School District shall convey to Jaindl the Residue Property by special warranty deed for the consideration of One Dollar ($1.00), it being acknowledged by the parties that Jaindl has already paid for the purchase of the Residue Property pursuant to the Prior Agreements. The Residue Property shall be conveyed with good and marketable title by the School District to Jaindl free from all mortgages and other liens, and subject only to the nonmonetary encumbrances that existed on the Residue Property at the time the School District took title to the Entire Property pursuant to the Prior Agreements. The foregoing described requirements and description of the conveyance to Jaindl of the Residue Property shall not in any way be deemed to diminish or adversely affect the rights already acquired by Jaindl in the Residue Property pursuant to the Prior Agreements and the Tri-Party Agreement. The parties shall be equally responsible for one-half of all realty transfer tax payable in connection with such conveyance of the Residue Property.

Pending closing, Jaindl shall continue to have all rights of use and occupancy of the Residue Property and the School District shall have no such rights. Jaindl shall continue to have the right to demolish, salvage, lease, occupy and do whatever Jaindl may elect to do with respect to buildings and structures located on the Residue Property without the need for any approval from the School District, as previously set forth in the Prior Agreements. It remains the intent of the parties that beginning with the time of execution of the Prior Agreements Jaindl has been the owner of the Residue Property, having all beneficial, legal, equitable and other rights to the Residue Property, excepting only record deed title, which has not yet been provided to Jaindl because the plans for
the Subdivision have not yet been approved and recorded. Beginning with execution of
the Prior Agreements Jaindl has had and shall continue to have exclusive use and
possession of the Residue Property.

4. For the purposes of this Agreement the “Sauerkraut Lane Extension” and/or the
“Sauerkraut Lane Extension Project” shall mean: the Original Sauerkraut Lane
Extension, which included an extension of Sauerkraut Lane from Route 100 to the
existing Quarry Road; and the possible construction of a cul-de-sac for Quarry Road,
elimination of roadway from the future Quarry Road cul-de-sac to Route 100, creation of
an intersection of Quarry Road and the future Sauerkraut Lane, removal of a segment
of existing Quarry Road, intersection improvements in and along Route 100, the
extension of Sauerkraut Lane to the western property line of the Entire Property,
together with all associated required improvements, including without limitation, all
stormwater management and stormwater quality improvements. When requested by
Jaindl, whether prior to or following conveyance of the Residue Property by the School
District to Jaindl, and for no additional consideration, the School District shall convey to
PennDOT and/or the Township as applicable, but at no cost to the School District (other
than the cost of its own engineering, legal and consultant work), deeds of dedication for
road rights-of-way along or connecting to Route 100 for the Sauerkraut Lane Extension
and for the Schoeneck Road Realignment. Upon request by Jaindl, any such deeds
shall specify that they are in lieu of condemnation. Alternatively, if requested by
PennDOT that rights-of-way be consolidated in Jaindl before conveyance to PennDOT
Jaindl shall have the right to direct that any such conveyances for road rights-of-way by
the School District be to Jaindl rather than to the Township or directly to PennDOT. If requested, the School District shall provide an attorney's opinion of record title, as may be required, or in the discretion of Jaindl, in the alternative, the School District shall fully cooperate with Jaindl so that Jaindl is able to provide the required opinion of record title.

In addition, if requested, the School District agrees to grant stormwater and utility easements along Route 100, the Sauerkraut Lane Extension and the Schoeneck Road Realignment, all for no additional consideration.

5. So long as the School District has record title to the Residue Property, Jaindl shall maintain comprehensive general liability insurance, including contractual liability coverage, insuring Jaindl's responsibility under this Agreement, the Prior Agreements, and the Tri-Party Agreement which coverage shall be in an amount not less than Two Million ($2,000,000.00) Dollars per occurrence for personal injury, death, and/or property damage, covering all activities of Jaindl, its invitees, and agents naming the School District and its officers, employees and directors as additional insureds. Jaindl's insurance shall be primary and non-contributory. Jaindl and its agents shall maintain worker's compensation and employer's liability coverage in amounts not less than the minimum amounts required by applicable laws and regulations. A certificate of insurance evidencing the foregoing shall be provided to the School District at the time of the execution of this Agreement. Jaindl shall provide the School District with an endorsement to its insurance coverage specifying that the School District shall be notified at least thirty (30) days prior to cancellation or modification of the insurance
coverage. Insurance shall be obtained on an occurrence, as opposed to a claims made, basis.

6. (a) Except for dedications and conveyances contemplated by this Agreement, the School District's own engineering, legal and consultant expenses, and as set forth in this Paragraph, the School District shall have no financial responsibility or obligation to pay for or contribute towards any costs, fees or expenses, as defined in subparagraph (b), for any improvements on the Entire Property, in and along Route 100, in and along Schoeneck Road including the Schoeneck Road Realignment, and in and along Quarry Road or Sauerkraut Lane including the Sauerkraut Lane Extension Project. The foregoing limitation shall apply only as to work being undertaken by or on behalf of Jaindl pursuant to this Agreement, and in particular this limitation shall not apply to work incident to future development of all or any part of the Non-Residue Property, or otherwise required of the School District for reasons other than the Prior Agreements and this Agreement. In addition, the foregoing limitation shall not apply to improvements on the Non-Residue Property required in connection with the Subdivision other than those improvements otherwise explicitly set forth in this Agreement as obligations being assumed by Jaindl. Upon execution of an Agreement as contemplated by Exhibit "C", the Township will have waived or otherwise recognized that no School District obligation shall exist for certain potential requirements regarding a future subdivision and/or land development plan submitted by the School District. Jaindl agrees to similarly not hold the School District responsible for such potential requirements that will have been waived or otherwise acknowledged as not being
obligations of the School District, and the School District agrees not to hold Jaindl responsible for the same.

(b) Notwithstanding the foregoing, pursuant to this Agreement the School District shall pay to Jaindl the sum of One Million Seven Hundred Thousand ($1,700,000.00) Dollars ("Committed Funds") towards the Sauerkraut Lane Extension, the current concept for which is depicted on Exhibit “A”. The School District shall place the Committed Funds in escrow with its Solicitor ("Escrow Agent"), who shall hold and disburse the Committed Funds in accordance with the Escrow Provisions attached hereto as Exhibit “B”. The Committed Funds shall be placed into escrow in accordance with the following schedule: (i) the sum of Five Hundred Seventy Thousand ($570,000.00) Dollars not later than three (3) business days following the date this Agreement has been approved by the Board of Directors of the School District and Exhibits “C” and “D” to this Agreement have been approved by the Township; (ii) the sum of Five Hundred Seventy Thousand ($570,000.00) Dollars not later than one (1) year following the date this Agreement has been approved by the Board of Directors of the School District; and (iii) the balance of the Committed Funds not later than two (2) years following the date this Agreement has been approved by the Board of Directors of the School District. Funds shall be released in accordance with this paragraph without further review or approval being necessary. Upon commencement of construction by Jaindl of the Sauerkraut Lane Extension Project and notification thereof to Escrow Agent, the entirety of the Committed Funds shall be released directly to Jaindl. Any portion of the Committed Funds which have not yet been placed in escrow at the time of said commencement of construction shall be paid directly to Jaindl at the same time
each such installment of the portion of the Committed Funds would otherwise have been delivered to Escrow Agent in accordance with this paragraph. In addition to the foregoing, no earlier than five (5) business days following the date that this Agreement has been approved by the Board of Directors of the School District and Exhibits “C” and “D” to this Agreement have been approved by the Township and upon Jaindl presenting invoices to the Escrow Agent on an on-going basis, the Escrow Agent shall partially release amounts from the Committed Funds to Jaindl to pay for fifty percent (50%) of any and all expenses associated with the Sauerkraut Lane Extension Project (the amount released shall be sufficient to reimburse Jaindl for fifty percent (50%) of the amount set forth on the invoice(s) presented); the amount released pursuant to this sentence shall not exceed Seventy Five Thousand Dollars ($75,000). Once PUC Approval is obtained, the Committed Funds shall be available and released to Jaindl on an on-going basis to pay any and all expenses associated with the Sauerkraut Lane Extension Project (this shall include reimbursing Jaindl for any and all expenses associated with the Sauerkraut Lane Extension Project that were incurred by Jaindl prior to the time that PUC Approval was procured and were not previously reimbursed).

If Jaindl does not commence construction because the Township does not, for any reason, procure the Necessary Rights (as hereinafter defined), the Committed Funds shall remain in escrow until (a) construction commences, or (b) Jaindl and the School District otherwise agree in writing. If Jaindl does not commence construction for a reason other than the Township not procuring the Necessary Rights (as hereinafter defined), Jaindl shall replenish the Committed Funds in an amount equal to the amount of funds released to Jaindl from the Committed Funds to pay for any and all expenses
associated with the Sauerkraut Lane Extension Project. Expenses associated with the Sauerkraut Lane Extension Project shall include any and all costs associated with that project whatsoever, including without limitation the following: cost of professional consultants (legal, engineering, appraisal, surveying, etc.); design costs; construction costs; acquisition of land, rights-of-way, easements, licenses and other rights; review and approvals by the Township, PennDOT, DEP and other governmental agencies (including without limitation engineering, legal, etc.); governmental inspections; application, permit and filing fees; improvements security; maintenance security; expenses related to any condemnation proceedings; and all costs associated with construction (including without limitation, cost of contractors, utility relocation, demolition, maintenance and protection of traffic, mobilization, etc.). The funds shall be disbursed to Jaindl in accordance with the Escrow Provisions attached hereto as Exhibit "B".

(c) The School District shall have no responsibility for the construction of the Schoeneck Road Realignment Project. Jaindl shall be responsible for construction of the Sauerkraut Lane Extension Project only if the Township procures the Necessary Rights. For the purposes of this Agreement, the term "Necessary Rights" shall be defined as any and all rights-of-way, easements, and other rights from third parties that are needed for Jaindl to complete construction of the Sauerkraut Lane Extension Project, which specifically include, but are not limited to: (i) rights for an at-grade vehicle and pedestrian crossing over a Norfolk Southern railway at Sauerkraut Lane (including, but not limited to approvals of said railroad crossing from Norfolk Southern, the Pennsylvania Public Utility Commission and any other private or governmental entity...
needed to approve such railroad crossing) ("PUC Approval"); (ii) rights-of-way over
lands owned by Prologis, Robert J. Gatti and Gail C. Mescolotto, and Charles J. Miller,
Jr.; (iii) any other rights-of-way required along the section of Sauerkraut Lane from
Spring Creek Road to Route 100; (iv) any other rights-of-way required along Route 100;
(v) rights for stormwater basins, pipes and facilities; (vi) temporary construction
easements; and (vii) utility and stormwater easements. If the Township has not
obtained the Necessary Rights, Jaindl shall have no duty to construct the Sauerkraut
Lane Extension Project. Jaindl shall provide written notice to the School District in
advance of the anticipated start of construction, and shall provide to the School District
upon request, copies of all required permits and approvals necessary to complete the
project. Upon request by Jaindl, the School District shall grant rights-of-way to the
Township for the Sauerkraut Lane Extension. In addition, as more fully set forth in
Paragraph 3, the School District shall cooperate in addressing any stormwater runoff
from the Non-Residue Property and/or the Subdivision.

(d) The Superintendent of the School District or the Superintendent's designee
shall have the authority to make decisions with respect to design of the Sauerkraut Lane
Extension, Schoeneck Road Realignment and the Subdivision, and to act on behalf of
the School District with respect to implementing any such decisions. Any amendment of
this Agreement by the School District shall require approval of the School District Board
of Directors.
7. Except as otherwise set forth in this Agreement, the School District shall have no responsibility or obligation to grant any additional rights-of-way for any purpose to the Township except as follows:

a. Road rights-of-way for the Sauerkraut Lane Extension, Schoeneck Road Realignment, and along Route 100 in connection with each of them, as conceptually depicted on Exhibit “A”;

b. Utility and stormwater easements along Route 100 and as may otherwise be required by applicable regulations or governmental agencies in connection with the Subdivision or any PennDOT Highway Occupancy Permit;

c. Fee simple land for stormwater Basin A as conceptually depicted on Exhibit “A” and easements for related stormwater conveyancing infrastructure. Prior to completion of the Subdivision and taking ownership of Basin A, the School District shall enter into an easement agreement with the Township and the Township shall accept dedication from the School District, whereby the Township agrees to maintain Basin A following its construction prior to the date that the Subdivision is approved and recorded;

d. Fee simple land for stormwater Basin B-1 and Basin B-2 as conceptually depicted on Exhibit “A” and easements for related stormwater conveyancing infrastructure. Prior to completion of the Subdivision and taking ownership of Basin B-1 and Basin B-2, the School District shall enter into easement agreements with the Township and the Township shall accept dedication from the School District, whereby the Township agrees to maintain Basin B-1 and Basin B-2 following their construction prior to the date that the Subdivision is approved and recorded;
e. Any easements for stormwater and related stormwater conveyancing infrastructure that are required to address stormwater runoff from the Non-Residue Property.

f. Temporary construction easements requested by Jaindl for the Schoeneck Road Realignment and/or the Sauerkraut Lane Extension;

g. Typical easements, covenants and agreements required in connection with approval and/or recording of a subdivision plan to the extent required by the Township or other governmental agencies in connection with the Subdivision.

For the purposes of the obligations under this Agreement the parties have attached Exhibit "A", which is a conceptual depiction only. It is agreed that detailed engineering design is being pursued in order to obtain all applicable permits and approvals from relevant governmental agencies, and that the geometry of the foregoing conveyances, as well as the geometry of the conveyance of the Residue Property to Jaindl, shall be governed by the designs established by the approved Subdivision and all other permits and approvals from applicable governmental agencies, and are subject to the agreement of both parties acting in good faith, consistent with this Agreement, and in a commercially reasonable manner.

8. Jaindl shall no longer have the option to purchase any portion of the Non-Residue Property as more fully set forth in Section 6.2 of the Agreement of Sale, Paragraph 5 of the Declaration of Covenants and Recordable Memorandum Agreement
and in the Exclusive Option Agreement. The parties agree that the Exclusive Option Agreement is null and void and of no further force and effect.

9. For no additional consideration Jaindl or its assigns shall have the right to farm that portion of the Non-Residue Property as to which no construction has been commenced by the School District. Following commencement of any such construction, the right of Jaindl or its assigns to farm shall be limited to those portions of the Non-Residue Property as to which construction has not yet commenced and which are not necessary for the operation of the school under construction and its related facilities. Should Jaindl elect to farm the Non-Residue Property, it shall provide insurance coverage as set forth in Paragraph 5.

10. It is likely that athletic fields and other active and passive open space areas designed as part of the development of the Non-Residue Property by School District will result in recreation or open space credit from the Township by its ordinances. The School District shall use good faith best efforts to obtain such recreation/open space credit, and thereupon shall assign it to Jaindl in connection with approval of School District's project on the Non-Residue Property. The School District shall not offer to dedicate or dedicate any land to the Township or any other public entity, for recreation or open space purpose without prior written consent of Jaindl; this shall not preclude dedication by the School District for road rights-of-way and utility easements.

11. The School District agrees to and shall refrain from exercising its right of eminent domain relative to the Residue Property for a period of twenty (20) years following full
development and buildout, as well as occupancy of the Non-Residue Property as and for a school with associated parking, athletic fields and ancillary facilities. The parties agree that this is not a waiver of any rights of School District in perpetuity, but rather a voluntary delay by School District in exercising any such rights.

12. In the event the Entire Property or any portion of it is subject to rollback taxes under Act 319, as amended, 72 PA. STAT. ANN. § 5490.1 et seq.; Act 515, as amended 16 PA. STAT. ANN. § 11941 et seq.; or any statute of the Commonwealth of Pennsylvania, the School District shall pay any and all rollback taxes (including interest and penalties) due to any taxing authority as a result of the subdivision or conveyance of the Residue Property and/or the Non-Residue Property, the School District's development or use of the Non-Residue Property or the breach of any covenants made with respect to any portion of the Entire Property in accordance with any such statutes.

13. Jaindl shall have the right but not the obligation to submit applications to government agencies requesting grant funds for some or all of the Sauerkraut Lane Extension Project. The School District agrees to cooperate in the submission of any such applications. To the extent any grant funds are received, they shall be used in accordance with the requirements of the grant unless Jaindl determines in its sole discretion that those requirements are unacceptable, in which event all or relevant portions of the grant funds shall be turned back over to the applicable governmental agency. To the extent any grant funds are used in connection with the Sauerkraut Lane Extension Project they first shall be applied to cover all Jaindl expenses associated with
the Sauerkraut Lane Extension Project in excess of the Committed Funds. To the extent the combined total of the Committed Funds and grant funds exceed the total of all Jaindl costs associated with the Sauerkraut Lane Extension Project, the difference shall be remitted in its entirety to the School District. In the (unlikely) event the costs incurred by Jaindl associated with the Sauerkraut Lane Extension Project are less than the Committed Funds, the School District shall receive the entirety of the grant funds, as well as a refund by Jaindl of the difference between Committed Funds and all Jaindl costs associated with Sauerkraut Lane Extension Project. Costs associated with the Sauerkraut Lane Extension Project shall be as described in the second paragraph of Paragraph no. 6. If any grant funding is approved and/or received in connection with the Sauerkraut Lane Extension Project, each party shall promptly provide the other with notice of the same. If grant funding is received Jaindl shall ultimately provide the School District with an accounting so that the amount payable, if any, to the School District based upon grant funds may be confirmed.

14. This Agreement is made expressly contingent upon (i) the School District and the Township entering into a separate agreement, a copy of which is attached hereto, made a part hereof and marked as Exhibit “C”, within thirty-five (35) days of the date of this Agreement; and (ii) Jaindl and the Township entering into a separate agreement, a copy of which is attached hereto, made a part hereof and marked as Exhibit “D” within thirty-five (35) days of the date of this Agreement; (iii) Jaindl or the Township acquiring all rights-of-way, easements and other rights as may be contemplated by the permits and approvals for the Sauerkraut Lane Extension Project, the Schoeneck Road
Realignment, and the Subdivision; and (iv) during the 60 days immediately following complete execution of this Agreement by both parties, or such longer period of time as may be reasonably necessary depending upon weather conditions (including freezing temperatures), Jaindl testing and being satisfied with the soil capabilities of the area intended for the Sauerkraut Lane stormwater basins (Basin B-1 and Basin B-2 conceptually depicted on Exhibit “A”), and in the event the planned area is unacceptable, coming to agreement with the School District for an alternative location acceptable to the parties and applicable governmental agencies. So long as Jaindl uses good faith and commercially reasonable efforts to obtain all approvals and permits needed for the Sauerkraut Lane Extension Project, Jaindl shall not be in default of this Agreement if Jaindl does not obtain any and all approvals and permits needed for the Sauerkraut Lane Extension Project. With respect to the separate agreements described in subparagraphs (i) & (ii) above, the party entering into each such separate agreement with the Township shall have the right to modify its form of separate agreement with the Township from the documents attached hereto as Exhibits “C” and “D”, respectively; provided, however that notice thereof shall be provided to the other party (School District or Jaindl) and such party receiving notice shall have the right to approve or disapprove only as to those modified provisions which would have a material adverse impact on such party who is not entering into the agreement with the Township; any such disapproval must be provided the day after the next School Board meeting, but in no event later than thirty (30) days following receipt of notice of each such modification.
15. For purposes of contract interpretation and for the purposes of resolving any ambiguity in this Agreement, the parties agree that the Prior Agreements, as amended by this Agreement were prepared jointly by their respective counsel.

16. If either party shall breach any term, covenant, warranty, representation, or obligation set forth in this Agreement or any one or more of the Prior Agreements as amended by this Agreement, then such party agrees to pay the other party all legal fees and other costs expended or incurred by the other party in enforcing its rights under the Prior Agreements and this Agreement.

17. Except as otherwise provided herein, all notices, requests, and demands to or upon the parties under or in connection with each of the Prior Agreements and/or this Agreement shall be deemed to have been given or made on the day after the date deposited with the U.S. Mail or a reputable delivery provider, postage prepaid, in either case by a method providing for overnight delivery and requiring the signature of the recipient, to the following addresses or to such other address as the respective parties may designate by notice in writing:

If to the School District:

East Penn School District
Attn: Superintendent
800 Pine Street
Emmaus, PA 18049

With a copy to:

Marc S. Fisher, Esquire
18. This Agreement may be recorded in the Office of the Recorder of Deeds in and for Lehigh County, but in no event shall this Agreement terminate the Declaration of Covenants and Recordable Memorandum of Agreement dated March 27, 2007 and recorded in the Office of the Recorder of Deeds in and for Lehigh County on March 28, 2007 at Instrument number 7407680 or the other Prior Agreements (other than the Exclusive Option Agreement). Rather, it is the intent of this Agreement to amend certain of the obligations and rights of the parties between them concerning the Entire Property and certain of the issues set forth in the Prior Agreements.

19. This Agreement shall be effective only after it is executed by all parties. However, for recording purposes if not executed by both parties on the same date, the date of this Agreement shall be the date on which it is executed by the
first of the parties to execute this Agreement, which date shall be inserted at the
top of the first page by either party upon execution by either party.

20. A party shall not by any act of omission or commission be deemed to waive any
of its rights or remedies under the Prior Agreements or this Agreement unless such
waiver is in writing and signed by the party, and then only to the extent specifically set
forth in writing. Further, a waiver of one event shall not be construed as continuing or as
a bar to or waiver of such right or remedy on a subsequent event.

21. The Prior Agreements and this Agreement shall only be amended by a written
document executed by all of the parties hereto.

22. The Prior Agreements and this Agreement, and all rights and obligations
thereunder and hereunder shall inure to the benefit of and be binding upon the
successors and assigns of the parties. Each party shall notify the other as to any
successors or assigns. The parties acknowledge and agree Jaindl may assign any or
all of its benefits, rights, obligations and duties under this Agreement to any person or
entity without the prior written consent of the School District. Any such assignment by
Jaindl shall be effective as of the date that Jaindl provides written notice of the
assignment to the School District.

23. The parties acknowledge and agree that this Agreement amends the agreements
and understandings between the parties set forth in the Prior Agreements relating to the
matters contained herein. The Prior Agreements other than the Exclusive Option
Agreement shall continue in full force and effect, except to the extent modified by this Agreement. This Agreement shall not in any way affect the validity of the Tri-Party Agreement, nor shall this Agreement amend or modify any of the terms, conditions, covenants and obligations contained in the Tri-Party Agreement.

24. Any provision of the Prior Agreements and/or this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Prior Agreements and this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereby waive any provision of law which renders any provision of the Prior Agreements and/or this Agreement prohibited or unenforceable in any respect.

25. This Agreement shall be interpreted under and governed by the laws of the Commonwealth of Pennsylvania and the United States of America.

26. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts, individually or taken together, bear the signatures of all of the parties.
27. Each party to this Agreement agrees to perform any further acts and to execute, acknowledge, and deliver any further documents that may be reasonably necessary to carry out the intent and purpose of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above written, intending to be legally bound.

WITNESS

[Signature]

ATTEST:

Janine L. Allen
Board Secretary

JAINDL LAND COMPANY

[Signature]
DAVID M. JAINDL,
President

EAST PENN SCHOOL DISTRICT

[Signature]
President of the Board of Directors
ON this, the ___ day of June, 2016, before me, a Notary Public, personally appeared David M. Jaindl, who acknowledged himself to be the President of Jaindl Land Company, a corporation, and that he as President, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of Corporation by himself as President.

WITNESS my hand and official seal the day and year aforesaid.

[Signature]
Notary Public
COMMONWEALTH OF PENNSYLVANIA  :  SS.
COUNTY OF LEHIGH  :

ON this, the ____ day of _______________, 2016, before me, a Notary Public,
personally appeared ____________, who acknowledged himself to be the President
of the Board of Directors of the East Penn School District, and that he as such
President, being authorized to do so, executed the foregoing instrument for the purpose
therein contained by signing the name of the School District by himself as President.

WITNESS my hand and official seal the day and year aforesaid.

__________________________
Notary Public
EXHIBIT A
BASINS A1 AND A2 SHALL BE USED TO INFLATE AND DETAIN ALL STORMWATER FROM THE SAUERKRAUT LANE EXTENSION PROJECT IN ACCORDANCE WITH APPLICABLE GOVERNMENT REGULATIONS, RULES, DECREES, OR ORDINANCES. THE TOWNSHIP RESERVES THE RIGHT TO REQUIRE INSTALLATION OF PREVENTIVE MEASURES TO CONTROL OR LIMIT THE INFLATION OF STORMWATER ON OTHER AREAS. TO THE EXTENT THAT IT IS COMMERCIAL FEASIBLE AND PRACTICABLE, THE TOWNSHIP RESERVES THE RIGHT TO REQUIRE INSTALLATION OF PREVENTIVE MEASURES TO CONTROL OR LIMIT THE INFLATION OF STORMWATER ON OTHER AREAS.

BASINS A1 AND A2 WILL BE LOCATED ON ACRES TO BE RESERVED IN ACCORDANCE WITH REGULATIONS AND SUBORDINATION FOR DEDICATION TO LOWER MACONIE TOWNSHIP. THE TOTAL IMPLOSION AREA IN THE BOTTOMS OF BASINS A1 AND A2 SHALL NOT EXCEED 1.3 ACRES. THE LOT AREAS REQUIRED FOR LAGES A1 AND A2 SHALL BE THE MINE/ AREAS REQUIRED BY THE RESOLUTION.

PROPERTY AREA SUMMARY

OVERALL TRACT AREA: 168.2 ACRES
ROADWAY FOR SCHOOLHOUSE ROAD RELOCATION: 1.9 ACRES
BASINS A1 AND A2: 3.0 ACRES
PROPOSED COMMERCIAL LOT: 14.6 ACRES
RIGHT-OF-WAY FOR SAUERKRAUT LANE EXTENSION/ROADWAY SEQUENCE: 4.3 ACRES
RIGHT-OF-WAY FOR ROUTE 19: 2.4 ACRES
BASINS B1 AND B2 AREAS: NOT YET DETERMINED
NON-RESIDE PARCEL: NOT YET DETERMINED
RESIDENT PARCEL: 0.0 ACRES
NET PRINCIPAL TRACT AREA: 79.2 ACRES

THE ABOVE AREAS ARE APPROXIMATE AND ARE PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY. THE ACTUAL PROPERTY DELENEATIONS WILL BE DEFINED ON THE APPROVED AND ENFORCED SUBDIVISION PLAN FOR THIS OVERALL TRACT.

SCHOENECK ROAD RELOCATION PROJECT
SAUERKRAUT LANE EXTENSION PROJECT
EAST PENN SCHOOL DISTRICT PROPERTY
CONCEPTUAL SUBDIVISION PLAN
LOWER MACONIE TOWNSHIP, LEBANON COUNTY, PENNSYLVANIA
FEBRUARY 29, 2016 REVISED MAY 13, 2016

THE PIDCOCK COMPANY
CIVIL ENGINEERING/URBAN PLANNING / ARCHITECTURE / LAND SURVEYING
EXHIBIT B
Exhibit “B”

Escrow Provisions

1. Deposit. Pursuant to the Sauerkraut Lane Extension Agreement (“Agreement”), the School District has delivered or will deliver to Worth, Magee & Fisher, P.C. (“Escrow Agent”), c/o Marc S. Fisher, the sum of One Million Seven Hundred Thousand and 00/100 ($1,700,000.00) Dollars (the “Deposit”; referred to in the Agreement as the “Committed Funds”). The Committed Funds (Deposit) shall include all parts of said sum upon delivery to Escrow Agent.

2. Duties of Escrow Agent.

(a) Escrow Agent shall hold the Deposit in escrow in an interest-bearing escrow account or certificate of deposit (collectively, “Account”) at a federally insured bank having an office located in Lehigh or Northampton County, Pennsylvania. Escrow Agent shall maintain signature control over withdrawal of funds and hold the Deposit in escrow in accordance with the terms of these Escrow Provisions (“Escrow Provisions”).

(b) Escrow Agent shall not be liable for loss of any of the Deposit, or interest thereon, by the financial institution in which the Deposit is deposited. The undersigned parties, furthermore, are aware that the Federal Deposit Insurance Corporation (“FDIC”) insurance coverage is limited. Escrow Agent shall not be liable for any loss which occurs because the sum of the Escrow Agent’s accounts exceeded the insurance coverage provided by the FDIC. Escrow Agent shall not be obligated or required to divide the Deposit between accounts, financial institutions, or persons to maximize coverage by the FDIC of the Deposit.

(c) Escrow Agent shall not be liable for any fees, charges, penalties, loss of principal or interest, or delays in withdrawal of the Deposit that may or do result from Escrow Agent acting pursuant to these Escrow Provisions to make, open, maintain, redeem, or close the account in which the Deposit is deposited (“Account”).

(d) Escrow Agent shall not be required to move the Deposit between financial institutions or take any other action to avoid application of the laws regarding inactive accounts and/or unclaimed property. Any effect of such laws on the Account and/or the Deposit shall not be the responsibility of Escrow Agent.

(e) Escrow Agent shall release the Deposit only for one or more of the following reasons:

(i) Based upon written direction from both the School District and Jaindl.

(ii) Pursuant to Court Order.
(iii) As contemplated by the Agreement. Specifically, not later than three (3) business days following receipt by Escrow Agent of a written request from Jaindl for payment, Escrow Agent shall release the funds in escrow to Jaindl to pay for any and all expenses associated with the Sauerkraut Lane Extension Project.

(iv) As may be required by applicable law or regulations.

(f) Escrow Agent shall be entitled to assume that no dispute relating to or concerning the Agreement or these Escrow Provisions exists between Jaindl and the School District, and such parties and any other persons, unless and until it receives written notice of a dispute from either party. After Escrow Agent receives such notice, Escrow Agent need not release any of the Deposit until the rights of the parties have been finally resolved by written agreement or order of a court of competent jurisdiction. The only legitimate basis for dispute by the School District regarding the release of any part of the Deposit shall be that construction of the Sauerkraut Lane Extension Project has not yet been commenced. In the event of any dispute regarding the same the prevailing party shall be entitled to receive a recovery of its costs and attorneys' fees from the other party; provided, however, that no such costs or attorneys' fees shall be paid from the Committed Funds being held in escrow.


(a) The School District and Jaindl each release and agree to hold Escrow Agent, its owners, employees, and agents harmless from and against any and all now existing or hereafter arising claims, liabilities, actions, suits, rights, potential claims, counterclaims, debts, or any other obligations arising out of or in any way connected with the Deposit and/or the performance of the Escrow Agent so long as Escrow Agent has not committed fraud, misapplied the Deposit to its own purposes, intentionally acted in bad faith, or acted in a grossly negligent manner relative to the duties of Escrow Agent hereunder. Escrow Agent shall have the right to rely on written and verbal communications from the School District, Jaindl and/or third parties in determining proper application and/or release of the Deposit, and shall have no obligation to verify the accuracy or completeness of such communications.

(b) Escrow Agent shall not be liable for any loss or damage resulting from the following:

(i) The effect of the transaction underlying these Escrow Provisions including, without limitation, any defect in the title to the real estate, any failure or delay in the surrender or possession of the property, the rights or obligations of any party in possession of the property, the financial status or insolvency of any other party, and/or any misrepresentation of fact made by any other party;

(ii) The default, error, action, or omission of any other party to the escrow;
(iii) The financial status or insolvency of any other party, or any misrepresentation made by any other party;

(iv) The legal effect, insufficiency, or undesirability of any instrument deposited with or delivered by or to Escrow Agent or exchanged by the parties hereunder, whether or not Escrow Agent prepared such instrument;

(v) Any loss, loss of value, or impairment of funds which have been deposited in escrow while those funds are in the course of collection or while those funds are on deposit in a depository institution if such loss, loss of value, or impairment results from the failure, insolvency, or suspension of a depository institution, or any loss, loss of value, or impairment of funds due to the invalidity of any draft, check, document, or other negotiable instrument delivered to Escrow Agent;

(vi) The expiration of any time limit or other consequence of delay, unless a properly executed instruction accepted by Escrow Agent in writing has instructed Escrow Agent to comply with said time limit;

(vii) Escrow Agent's compliance with any legal process including, but not limited to, subpoena, writs, orders, judgments and decrees of any court, whether issued with or without jurisdiction, and whether or not subsequently vacated, modified, set aside, or reversed.

(viii) Any obligation to collect additional funds, unless such obligation is in writing and signed by Escrow Agent.

(c) In the event of dispute, Escrow Agent shall have the right but not the obligation to deposit the Deposit with any court of competent jurisdiction, whereupon the Escrow Agent shall be automatically released from any further liability or obligation to any party.

(d) In the event costs or expenses, including attorneys’ fees, are incurred by Escrow Agent because of a dispute, litigation, or otherwise, arising out of the holding of the Deposit or depositing the Deposit into Court, Escrow Agent shall not be entitled to reimburse itself out of the Deposit for any such costs and expenses, inclusive of attorneys’ fees. The School District and Jaindl do hereby jointly and severally agree to indemnify Escrow Agent for any and all costs and expenses, including attorneys’ fees, that Escrow Agent may sustain arising out of any acts taken by Escrow Agent in good faith pursuant to these Escrow Provisions; provided, however, that the School District or Jaindl, whichever shall be the prevailing party, shall be responsible to reimburse the other for any sums paid or obligated to be paid to Escrow Agent pursuant to this paragraph.

(e) Jaindl and the School District each acknowledge and agree that Escrow Agent shall have the right to represent the School District in connection with the Agreement and the transactions contemplated thereby, disputes, and in any other
matter. The parties hereby waive and shall not assert that there exists any conflict of interest arising out of such representation. This Agreement does not establish an attorney-client relationship between any party hereto and Escrow Agent. Each undersigned party recognizes and agrees that each party has had the opportunity to consult independent legal counsel regarding these Escrow Provisions, and by agreeing to these Escrow Provisions has so consulted or waived the right to so consult to each such party's satisfaction.

4. **Miscellaneous.**

   (a) These Escrow Provisions set forth Escrow Agent's only duties with respect to any and all matters pertaining to the Deposit, and Escrow Agent shall not be bound or affected by the provisions of any other agreement (including, without limitation, provisions of the Agreement other than these Escrow Provisions and any other agreement mentioned in these Escrow Provisions). Notwithstanding the foregoing, Escrow Agent shall follow and shall be subject to those provisions of the Agreement governing the Escrow Agent and/or the Account.

   (b) Failure of a party or Escrow Agent to insist on strict compliance with any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions, 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.

   (c) These Escrow Provisions shall be binding upon the parties hereto and their respective personal representatives, administrators, successors, and assigns.

   (d) Other than Escrow Agent, these Escrow Provisions are not intended to and do not make any person not a party to these Escrow Provisions a third party beneficiary.

   (e) These Escrow Provisions shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of laws principles.

   (f) The descriptive headings used herein are for convenience of reference only, shall not constitute a part of these Escrow Provisions, and shall not affect its meaning, construction or effect.
EXHIBIT C
AGREEMENT

THIS AGREEMENT made this _________ day of ________, 2016, by and between Lower Macungie Township ("Township") of 3400 Brookside Road, Macungie, Pennsylvania 18062 and the East Penn School District ("School District") of 800 Pine Street, Emmaus, Pennsylvania is as follows:

WITNESSETH:

WHEREAS, the Township is located within the boundaries of the School District;

and

WHEREAS, traffic demand along Schoeneck Road at or near its intersection with Route 100 within the Township has resulted in a number of accidents, congestion and other concerns; and

WHEREAS, the Township has requested of the School District to dedicate to it the necessary right-of-way to realign Schoeneck Road ("Schoeneck Road Realignment") and to provide storm water facilities for the realigned Schoeneck Road (collectively the "Schoeneck Road Realignment Project") on property owned by the School District located along Route 100 within the Township identified as Lehigh County PIN Nos. 546480379486 1 and 546379480579 1 ("Property"); and

WHEREAS, the Township has also requested of the School District to dedicate
to it the necessary right-of-way to realign and construct an extension of Sauerkraut Lane ("Sauerkraut Lane Extension") from Route 100 to existing Quarry Road, to provide storm water facilities for the Sauerkraut Lane Extension and the possible creation of a cul-de-sac to eliminate the current intersection of Quarry Road with Route 100 (collectively the "Sauerkraut Lane Extension Project"); and

WHEREAS, the School District has arranged for parties other than itself and the Township to design, permit and construct both the Schoeneck Road Realignment Project and the Sauerkraut Lane Extension Project (collectively the "Projects"); and

WHEREAS, the parties desire to set forth in writing their mutual obligations regarding the Projects.

NOW THEREFORE, intending to be legally bound hereby, and for good and valuable consideration, the parties do hereby agree as follows:

1. The aforementioned recitals are incorporated herein as fully as though the same were set forth at length.

2. Upon presentation by the Township, the School District agrees to dedicate to the Township fee simple land for the Schoeneck Road Realignment, as more
generally described on a drawing prepared by The Pidcock Company dated February 29, 2016, revised May 13, 2016, a copy of which is attached hereto, made a part hereof, and marked Exhibit “A”. It is expressly understood and agreed that the Township is under no obligation to design, permit, or construct the Schoeneck Road Realignment Project, and, in no event shall this document be construed to impose any such obligation upon the Township.

3. Simultaneously with the dedication referenced in Paragraph 2 above, the School District shall also dedicate to the Township by deed fee simple the area identified as Basin A in Exhibit “A,” it being the intent of the parties hereto that the Township shall own Basin A. The Township agrees to maintain the storm water facility known as Basin A associated with the Schoeneck Road Realignment. The School District grants the Township, its agents, servants, workmen, and/or employees an easement and right-of-way through, over and across its Property for maintenance of the storm water facility and be responsible for the water quality features of the facility as required by the NPDES permit. The Township agrees to perform all work in a good and proper manner in accordance with sound engineering standards, and in compliance with all governmental laws, orders, regulations, codes and ordinances. The Township further agrees to restore and regrade any portion of the Property that may become damaged or disturbed as a result of its maintenance activities.

4. Upon presentation by the Township, the School District agrees to dedicate to the Township fee simple land for the Sauerkraut Lane Extension, as more generally
described on a drawing prepared by The Pidcock Company dated February 29, 2016, revised May 13, 2016, a copy of which is attached hereto, made a part, and marked Exhibit "A". It is expressly understood and agreed that the Township is under no obligation to design, permit, or construct the Sauerkraut Lane Extension Project, and, in no event shall this document be construed to impose any such obligation upon the Township.

5. Simultaneously with the dedication referenced in Paragraph 4 above, the School District shall also dedicate to the Township by deed fee simple the area identified as Basins B1 and B2 in Exhibit "A," it being the intent of the parties hereto that the Township shall own Basins B1 and B2. The Township agrees to maintain the storm water facility known as Basins B1 and B2 associated with the Sauerkraut Lane Extension. The School District grants the Township, its agents, servants, workmen, and/or employees an easement and right-of-way through, over and across its Property for maintenance of the storm water facility and be responsible for the water quality features of the facility as required by the NPDES permit. The Township agrees to perform all work in a good and proper manner in accordance with sound engineering standards, and in compliance with all governmental laws, orders, regulations, codes and ordinances. The Township further agrees to restore and regrade any portion of the Property that may become damaged or disturbed as a result of its maintenance activities.
6. With respect to the storm water facility referenced in Paragraph 5, the Township agrees that the School District shall have the right to discharge storm water from the portion of the Property which is tributary to the Township park to the downstream facilities that flow to the park in accordance with the Little Lehigh Act 167 Ordinance.

7. The Township acknowledges that the Property will be subdivided with the School District retaining a portion of it as more generally described on Exhibit “A”. In recognition of the School District granting the necessary right-of-way to improve the intersection of Route 100 and Schoeneck Road, that the School District will be contributing to the proposed Sauerkraut Lane Extension Project and that the proposed traffic resulting from the development of Property to be retained by the School District for school-related use was already included in the traffic impact study which was reviewed and approved by the Township, the Township agrees to grant waivers to its Ordinances in favor of the School District such that neither the subdivision nor any subsequent subdivision and/or land development plan submitted by, or on behalf of, or in conjunction with the School District shall:

(a) require the School District to conduct a traffic impact study;
(b) require the School District to pay any traffic impact fees or make any contributions, in cash or in kind, for any offsite traffic improvements or other roadway related improvements;
(c) require the School District to construct any offsite traffic improvements or other roadway related improvements;
(d) require the School District to grant any other rights-of-way, or to pay for or contribute to the costs of any other rights-of-way;

(e) require the School District to condemn or pay for some or all of the condemnation costs incurred in acquiring other lands; or

(f) require the School District to dedicate or provide land to the Township for recreational purposes and/or pay a fee in lieu thereof.

It is understood and agreed that all of the foregoing waivers to be granted by the Township are only for the benefit of the School District provided it is making a school-related use of the Property.

8. For purposes of contract interpretation and for the purposes of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by their respective counsel.

9. If a dispute arises among the parties as a result of which an action is commenced to interpret or enforce any of the terms of this Agreement, the losing party shall pay to the prevailing party reasonable out-of-pocket attorneys' fees, costs and expenses incurred in connection with the dispute arising as to the interpretation or enforcement of this Agreement.

10. This Agreement is conditioned upon the School District entering into a separate agreement for the Projects (the "Jaindl Agreement") with Jaindl Land Company and/or David M. Jaindl (for purposes of this paragraph only, "Jaindl") on or before the date
hereof; and failure to do so shall make this Agreement null and void and of no further force and effect.

11. Notwithstanding anything contained herein to the contrary, this Agreement shall not constitute a modification, substitution, waiver, deferral, or release of any of the conditions of approval of those certain plans entitled “Preliminary/Final Plan Submission for Spring Creek Properties Settlement Subdivision” prepared by the Pidcock Compy, Inc., dated July 15, 2013, last revised November 4, 2013, and recorded at Lehigh County Document ID Nos. 2013043757 – 2013043769 (hereinafter referred collectively as, “Settlement Subdivision Plan”), and approved conditionally pursuant to Resolution 2013-26 adopted by the Township’s Board of Commissioners on October 17, 2013, or any of the General or Traffic Notes set forth in the Settlement Subdivision plan, including, without limitation, any and all obligations and responsibilities of Jaindl Land Company, Jaindl Realty, L.P. and/or David M. Jaindl set forth therein; and said conditions and General and Traffic Notes remain in full force and effect.

12. It is expressly understood and agreed that no third party beneficiaries are created by this Agreement.

13. Except as otherwise provided herein, all notices, requests, and demands to or upon the parties under or in connection with this Agreement shall be deemed to have been given or made on the day after the date deposited with the U.S. Mail or a reputable delivery provider, postage prepaid, by a method providing for overnight
delivery and requiring the signature of the recipient, to the following addresses or to such other address as the respective parties may designate by notice in writing:

If to the School District:

East Penn School District  
Attn: Superintendent  
800 Pine Street  
Emmaus, PA 18049

With a copy to:

Marc S. Fisher, Esquire  
Worth, Magee & Fisher, P.C.  
2610 Walbert Avenue  
Allentown, PA 18104

If to Lower Macungie Township:

Lower Macungie Township  
3400 Brookside Road  
Macungie, PA 18062

With a copy to:

Richard Somach, Esquire  
Norris, McLaughlin & Marcus, P.A.  
515 Hamilton Street  
Suite 502  
Allentown, PA 18101

14. The date of this Agreement shall be the date on which it is executed by all parties. If not executed simultaneously, the date of this Agreement shall be the date on which it is executed by the last of the parties to execute this Agreement, which date may be inserted at the top of the first page by either party after execution by all parties.
15. A party shall not by any act of omission or commission be deemed to waive any of its rights or remedies under this Agreement unless such waiver is in writing and signed by the party, and then only to the extent specifically set forth in writing. Further, a waiver of one event shall not be construed as continuing or as a bar to or waiver of such right or remedy on a subsequent event.

16. This Agreement shall only be amended by a written document executed by all of the parties hereto.

17. The parties acknowledge and agree that this Agreement sets forth all the agreements and understandings between the parties relating to the matters contained herein. They agree that this Agreement supersedes all prior and contemporaneous agreements, understandings, inducements, or conditions, express or implied, oral or written, relating to such matters which are not contained herein, and that all such agreements, understandings, inducements, and conditions shall become null and void upon the execution of this Agreement.

18. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by
applicable law, the parties hereby waive any provision of law which renders any provision of this Agreement prohibited or unenforceable in any respect.

19. This Agreement shall be interpreted under and governed by the laws of the Commonwealth of Pennsylvania and the United States of America.

20. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts, individually or taken together, bear the signatures of all of the parties.

ATTEST:

LOWER MACUNGIE TOWNSHIP

By: Douglas H. Brown, President of the Board of Commissioners

ATTEST:

EAST PENN SCHOOL DISTRICT

By: Alan Earnshaw, President of the Board of Directors

Janine L. Allen
Board Secretary
COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF LEHIGH:

ON this, the _______ day of _________, 2016, before me, a Notary Public, personally appeared Douglas H. Brown, who acknowledged himself to be the Chairman of the Board of Commissioners of Lower Macungie Township, and that he as Chairman, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the Township by himself as Chairman.

WITNESS my hand and official seal the day and year aforesaid.

__________
Notary Public
COMMONWEALTH OF PENNSYLVANIA  :  SS.
COUNTY OF LEHIGH  :

ON this, the _____ day of ________________, 2016, before me, a Notary Public,
personally appeared Alan Earnshaw, who acknowledged himself to be the President
of the Board of Directors of the East Penn School District, and that he as such
President, being authorized to do so, executed the foregoing instrument for the purpose
therein contained by signing the name of the School District by himself as President.

WITNESS my hand and official seal the day and year aforesaid.

________________________
Notary Public
Basins 81 and 82 shall be sized to infiltrate and detain all stormwater from the Sauerkraut Lane Extension Project in accordance with applicable government regulations, rules, and standards. The total infiltration area in the extent practicable, the Township desires for Basins 81 and 82 to be designed to preserve a naturalized appearance. The use of shallow digital curvilinear lines with distinct borders and other than invaded turf areas for all or portions of the Basins are encouraged to the extent that they are practical and reasonable.

Basins 81 and 82 shall be located on-site to be designed in accordance with regulations and standards for the Project. The total number of Basins and rainfall area shall not exceed 1.2 acres. The lot areas required for Basins 81 and 82 shall be the minimum areas required by the regulations.

Property Area Summary:

- Overall Tract Area: 108.2 Acres
- Right-Of-Way For Schoeneck Road Relocation: 3.3 Acres
- Net Principal Tract Area: 79.2 Acres
- Net Principal Tract Area:
  - Proposed Commercial Lot: 1.9 Acres
  - Proposed Commercial Lot: 2.8 Acres

Schoeneck Road Relocation Project
Sauerkraut Lane Extension Project
EAST PENN SCHOOL DISTRICT PROPERTY
CONCEPTUAL SUBDIVISION PLAN
LOWER MACUNGIE TOWNSHIP, LEHIGH COUNTY, PENNSYLVANIA
FEBRUARY 20, 2016 REVISED MAY 13, 2016

The Pidcock Company
Civil Engineer/Planning Architect/Land Surveying
2350 Schoeneck Road
Allentown, Pennsylvania

6/81
EXHIBIT D
SCHOENECK AND SAUKRAUT AGREEMENT

THIS AGREEMENT, made this ____ day of ______________, 2016 by and between LOWER MACUNGIE TOWNSHIP, a township of the first class, in the County of Lehigh, Commonwealth of Pennsylvania at 3400 Brookside Road, Macungie, Pennsylvania 18062 (hereinafter the "Township") party of the first part;

AND

JAINDL LAND COMPANY, a Pennsylvania corporation with offices at 3150 Coffeetown Road, Orefield, Pennsylvania 18069 (hereinafter referred to as "Jaindl") party of the second part.

WITNESSETH:

WHEREAS, Jaindl is the legal and beneficial owner of certain land located within the boundaries of the Township and near the intersection of Schoeneck Road and Route 100, which is hereinafter defined as the Residue Property;

WHEREAS, traffic demand at the intersection of Schoeneck Road and Route 100 within the Township has resulted in a number of accidents, congestion and other concerns;

WHEREAS, the Township requested that East Penn School District ("EPSD") dedicate to the Township the necessary right-of-way to realign Schoeneck Road and to provide storm water facilities for the realigned Schoeneck Road (collectively, the "Schoeneck Road Project") on the property owned by EPSD located along Route 100 within the Township and identified as Lehigh County Parcel Identification Nos. 546480379486-1 and 5463794480579-1 (the "Property");

WHEREAS, the Township requested EPSD to dedicate to it the necessary land and rights-of-way controlled by EPSD to realign and construct an extension of Sauerkraut Lane (the "Sauerkraut Lane Extension") from Route 100 to existing Quarry Road, the construction of
cul-de-sac for Quarry Road, elimination of roadway from the future Quarry Road cul-de-sac to Route 100, creation of an intersection of Quarry Road and the future Sauerkraut Lane, removal of a segment of existing Quarry Road, intersection improvements in and along Route 100, the extension of Sauerkraut Lane to the western property line of the Property, together with all associated required improvements, including without limitation, all stormwater management and stormwater quality improvements (collectively, the "Sauerkraut Lane Extension Project"); and

**WHEREAS**, the need for the Sauerkraut Lane Extension Project conceptually was contemplated and reviewed by the Township in connection with the Settlement Agreement (Jaindl Spring Creek Properties), dated April 4, 2013 and approved by Order of Court signed by the Honorable Michele A. Varricchio and dated June 10, 2013, and the subdivision plans contemplated thereby (the "Settlement Agreement");

**WHEREAS**, Jaindl has agreed to design, permit and construct the Sauerkraut Lane Extension Project on behalf of EPSD pursuant to certain agreements between EPSD and Jaindl; and

**WHEREAS**, the agreements between Jaindl and EPSD obligate Jaindl to subdivide the Property into seven (7) lots (the "Subdivision"), one of which shall be fourteen (14) net acres, which Jaindl will take deed title to at a date in the future (the "Residue Property") and three (3) of which shall be Basin A, Basin B-1 and Basin B-2, which the Township shall take deed title to at a date in the future. EPSD shall retain deed title to the remaining portions of the Property as more fully depicted on Exhibit "1" (the "Non-Residue Property"). Exhibit "1" is drawing E-911 prepared by the Pidcock Company dated February 29, 2016 and revised May 13, 2016, which is attached hereto and incorporated herein; and
WHEREAS, the agreements between Jaindl and EPSD contemplate Jaindl and the Township entering into this Agreement to set forth in writing the obligations of the Township and Jaindl regarding the Sauerkraut Lane Extension Project and the Schoeneck Road Project.

NOW THEREFORE, in consideration of the mutual promises and undertakings herein set forth, and intending to be legally bound hereby, for other good and valuable consideration, the parties incorporate the foregoing recitals as a material part hereof and agree as follows:

1. **JAINDL'S COVENANTS AND AGREEMENTS.**
   a. **Sauerkraut Lane Extension Project.** The rights and obligations of the Township and Jaindl with respect to the Sauerkraut Lane Extension Project are set forth in the Traffic Notes to the Spring Creek Properties Settlement Subdivision, which was recorded with the Recorder of Deeds Office in and for Lehigh County on November 20, 2013 at Document ID No. 2013043757 (the "Spring Creek Settlement"). Jaindl has exercised good faith and commercially reasonable efforts to acquire all rights of way, easements and other rights that are necessary and may be contemplated by the permits and approvals for the Sauerkraut Lane Extension Project, and pursuant to the Settlement Agreement and approval of the Spring Creek Settlement, the Township will now obtain the remaining rights-of-way, easements and other rights, for the Sauerkraut Lane Extension Project, other than those held by EPSD. In addition, the Township will exercise good faith and use commercially reasonable best efforts to obtain all necessary approvals and permits for the Sauerkraut Lane railway crossing, as previously contemplated (which includes, but is not limited to, concluding the offer to Norfolk Southern to close the Orchard Road Railroad crossing in exchange for the Sauerkraut Lane crossing and obtaining all approvals from Norfolk Southern and the Pennsylvania Public Utility Commission).
b. **Schoeneck Road Project.** Some of the rights and obligations of the Township and Jaindl with respect to the Schoeneck Road Project are set forth in the Traffic Notes to the Spring Creek Settlement. Supplementing Traffic Note A.8, Jaindl covenants and agrees to exercise good faith and use commercially reasonable efforts to design and obtain all approvals and permits that are necessary to complete the Schoeneck Road Project as more fully depicted on Exhibit “1”. Jaindl has commenced certain construction activities (specifically, utility relocation and grading) necessary for the Schoeneck Road Project. Jaindl agrees to perform all work in a good and proper manner in accordance with sound engineering standards, and in compliance with all governmental laws, orders, regulations, codes and ordinances.

2. **TOWNSHIP’S COVENANT AND AGREEMENT – STORMWATER FACILITIES.**

   a. The Township covenants and agrees to maintain and take ownership of the stormwater facility for the Schoeneck Road Project, conceptually depicted on Exhibit “1” as Basin A after the Subdivision is approved. The Township will take ownership of Basin A by executing a commercially reasonable deed of dedication in a form that has been approved by the parties and is in a recordable format. Prior to completion of the Subdivision and taking ownership of Basin A, the Township agrees to enter into an easement agreement and accept dedication from EPSD, whereby the Township agrees to maintain Basin A following its completion prior to the date that the Subdivision is approved and recorded. EPSD has granted the Township, its agents, servants, workmen and/or employers an easement and right-of-way through, over and across the Non-Residue Property for maintenance of the stormwater facility. The Township agrees to perform all maintenance work in a good and proper manner in accordance with sound engineering standards, and in compliance with all governmental laws,
orders, regulations, codes and ordinances. The Township further agrees to restore and regrade any portion of the Property that may become damaged or disturbed as result of its maintenance activities.

b. The Township covenants and agrees to maintain and take ownership of the stormwater facilities for the Sauerkraut Lane Extension Project, conceptually depicted on Exhibit “1” as Basin B-1 and Basin B-2. The Township acknowledges that Jaindl will be testing the soil capabilities of the area intended for Basins B-1 and B-2. In the event that Jaindl is not satisfied with the soil capabilities or the planned area is otherwise unacceptable, Jaindl and EPSD will determine an alternative location acceptable to Jaindl, EPSD, the Township and any other applicable government agencies. Prior to completion of the Subdivision and taking ownership of Basin B-1 and Basin B-2, the Township agrees to enter into an easement agreement and accept dedication from EPSD, whereby the Township agrees to maintain Basin B-1 and Basin B-2 following their completion prior to the date that the Subdivision is approved and recorded. The Township will take ownership of Basin B-1 and B-2 by executing commercially reasonable deeds of dedication that have been approved by the parties and are in a recordable format. The Township agrees to perform all maintenance work in a good and proper manner in accordance with sound engineering standards, and in compliance with all governmental laws, orders, regulations, codes and ordinances. The Township further agrees to restore and regrade any portion of the Property that may become damaged or disturbed as result of its maintenance activities.

c. The Township covenants and agrees to take responsibility for and accept all stormwater discharge from the stormwater facilities associated with the Subdivision and the Sauerkraut Lane Extension Project (specifically including, but not limited to, stormwater runoff
from portions of the Property) into the Township Park along Quarry Road. The parties shall execute a commercially reasonable stormwater drainage easement in a form that has been approved by the parties and is in a recordable form. Jaindl, in its reasonable discretion, shall design the stormwater conveyance from the discharge points on the Property to the entrance to Quarry Road Park. This conveyance shall be designed to be achieved by gravity flow only. Jaindl shall have no responsibility for designing, constructing and/or maintaining the stormwater management system for managing any of such stormwater once it reaches the entrance to Quarry Road Park.

3. **TOWNSHIP COVENANT AND AGREEMENT – REIMBURSEMENT.**

Supplementing Traffic Note B(2)(d)(i) to the Spring Creek Settlement, the Township covenants and agrees to commit the amount of Four Hundred Thousand Dollars ($400,000) toward the commencement of road work, including but not limited to, overall project costs, right-of-way acquisitions, utility relocation, and Township consultant fees, in connection with the Sauerkraut Lane Extension Project.

4. **TOWNSHIP COVENANT AND AGREEMENT – TRAFFIC STUDY AND ROADWAY IMPROVEMENTS.**

a. **Traffic Study.** Jaindl will be pursuing approval and recording of the Subdivision to establish the Residue Property as a subdivided parcel. The Residue Property is zoned C-SC (Commercial-Spring Creek). As more fully set forth in Traffic Note A(1) to the Spring Creek Settlement, the Township acknowledges that the Residue Property was included in the Overall Phased Traffic Impact Study dated February 14, 2011, as revised. As a result, the Township acknowledges that no additional traffic impact studies or analyses shall be required to
be performed in connection with the Subdivision or any land development plan for all or any part of the Residue Property, except as may be required under Traffic Note A(2).

b. **Roadway Improvements.** Except as otherwise required by this Agreement and in the Spring Creek Settlement, the Township covenants and agrees that it will not require Jaindl to construct any additional offsite traffic improvements or other roadway improvements as a condition of approval of the Subdivision or any subsequent land development plans submitted by, or on behalf of Jaindl with regard to the Residue Property.

5. **CONDITION PRECEDENT.** This Agreement, and the rights and obligations of the parties that are contained herein, is contingent upon both Jaindl and EPSD executing the Sauerkraut Lane Extension Agreement and the Township and EPSD executing an agreement for the Sauerkraut Lane Extension Project and Schoeneck Road Project. In the event that Jaindl and/or EPSD fail to execute the Sauerkraut Lane Extension Agreement or the Township and/or EPSD fail to execute their agreement, this Agreement shall be null and void and of no force and effect.

6. **SETTLEMENT SUBDIVISION.** Except as otherwise set forth herein, this Agreement shall not constitute a modification, substitution, waiver, deferral, or release of any of the conditions of approval of the Spring Creek Settlement, or any of the General or Traffic Notes set forth in the Spring Creek Settlement, including, without limitation, any and all obligations and responsibilities of Jaindl Land Company, Jaindl Realty, L.P., David M. Jaindl and/or the Township set forth therein; and said conditions and General and Traffic Notes remain in full force and effect.

7. **MISCELLANEOUS PROVISIONS.**
a. **Construction/Interpretation of Agreement.** All references herein to sections, subsections, paragraphs, clauses and other subdivisions of this Agreement; and the words "herein", "hereof", "hereby", "hereto", "hereunder" and words of similar import, refer to this Agreement as a whole and not to any particular section, subsection, paragraph, clause or other subdivision hereof. In addition, for purposes of contract interpretation and for the purposes of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by their respective counsel. All article, section and other headings in this Agreement are included solely for reference purposes, and are not considered a part of this Agreement, and shall not control or affect the construction or interpretation of this Agreement in any respect.

b. **Breach.** If a dispute arises among the parties as a result of which an action is commenced to interpret or enforce any of the terms of this Agreement, the losing party shall pay to the prevailing party reasonable out-of-pocket attorneys' fees, costs and expenses incurred in connection with the dispute arising as to the interpretation or enforcement of this Agreement.

c. **Notice.** Except as otherwise provided herein, all notices, requests, and demands to or upon the parties under or in connection with this Agreement shall be deemed to have been given or made on the day after the date deposited with the U.S. Mail or a reputable delivery provider, postage prepaid, by a method providing for overnight delivery and requiring the signature of the recipient, to the following addresses or to such other address as the respective parties may designate by notice in writing:

If to Jaindl:

Jaindl Land Company  
Attn: David M. Jaindl, President  
3150 Coffeetown Road  
Orefield, PA 18069
With a copy to:

Joseph A. Zator II, Esquire
Zator Law
American Heritage Building
4400 Walbert Avenue at Ridgeview Drive
Allentown, PA 18104

If to Lower Macungie Township:

Lower Macungie Township
3400 Brookside Road
Macungie, PA 18062

With a copy to:

Richard B. Somach, Esquire
F. Peter Lehr, Esquire
Norris, McLaughlin & Marcus, P.A.
515 Hamilton Street
Suite 502
Allentown, PA 18101

d. **Laws and Jurisdiction.** This Agreement shall be deemed to have been made under, and shall be governed by the laws of the Commonwealth of Pennsylvania in all respects, including matters of construction, validity and performance. Jurisdiction and venue for any dispute related in any way to this Agreement shall be exclusively in the Court of Common Pleas of Lehigh County, Pennsylvania and the parties shall use said forum in the event of litigation and consent to personal jurisdiction therein.

e. **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable
law, the parties hereby waive any provision of law which renders any provision of this Agreement prohibited or unenforceable in any respect.

f. **Reliance by Parties.** The parties acknowledge that they each have and do rely upon each and every term, paragraph, representation, covenant, warranty and provision of this Agreement as inducement to enter into this Agreement.

g. **Waiver.** A party shall not by any act of omission or commission be deemed to waive any of its rights or remedies under this Agreement unless such waiver is in writing and signed by the party, and then only to the extent specifically set forth in writing. Further, a waiver of one event shall not be construed as continuing or as a bar to or waiver of such right or remedy on a subsequent event.

h. **Place and Date of Execution.** The place of execution, contract, and performance is mutually agreed to be Lower Macungie Township, Lehigh County, Pennsylvania. The date of this Agreement shall be the date on which it is executed by all parties. If not executed simultaneously, the date of this Agreement shall be the date on which it is executed by the last of the parties to execute this Agreement, which date may be inserted at the top of the first page by either party after execution by all parties.

i. **Amendment to Agreement.** This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties hereto.

j. **Counterparts.** This Agreement may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof. The parties hereto hereby covenant and agree that, for purposes of facilitating the execution of this Agreement, (a) the
signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts and (b) a facsimile signature or other electronic signature (including e-mail) shall be deemed to be an original signature. All executed counterparts of this Agreement shall be deemed to be originals, but all such counterparts taken together shall constitute one and the same agreement.

k. **Binding Effect.** This Agreement shall be legally binding on the parties hereto and their successors.

**IN WITNESS WHEREOF,** the parties have hereunto set their respective hands and seals the day and date first above written.

**ATTEST:**

**By:**

**ATTEST:**

**By:**

**By:**

**By:**
Conference Title: Voices of School Health  
Location: LCTI, Schnecksville, PA  
Date(s): August 16 – 17, 2016  
Attending: Pam Reichert  
Position/Building: Nurse/Wescosville ES  
Cost: $60.00  

Conference Title: Voices of School Health  
Location: LCTI, Schnecksville, PA  
Date(s): August 16 – 17, 2016  
Attending: Ann Johnson  
Position/Building: Nurse/Lincoln & Jefferson ES  
Cost: $88.08  

Conference Title: Voices of School Health  
Location: LCTI, Schnecksville, PA  
Date(s): August 16 – 17, 2016  
Attending: Terri Hildebrand  
Position/Building: Nurse/Alburtis ES  
Cost: $88.08  

Conference Title: Voices of School Health  
Location: LCTI, Schnecksville, PA  
Date(s): August 16 – 17, 2016  
Attending: Jennifer Carfara  
Position/Building: Nurse/Macungie ES  
Cost: $60.00  

Conference Title: Voices of School Health  
Location: LCTI, Schnecksville, PA  
Date(s): August 16 – 17, 2016  
Attending: Katie Bickel  
Position/Building: Nurse/Willow Lane ES  
Cost: $66.82 (Title II Funds)  

Conference Title: PILS Program – Focus on Teaching and Learning  
Location: CLIU #21, Schnecksville, PA  
Date(s): Feb. 7 & 8, March 14 & 15, May 15 & 16, June 19 & 20, 2017  
Attending: Sallie Yencho  
Position/Building: Principal/Macungie ES  
Cost: $99.36 (Title II Funds)
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<td>Southern Lehigh High School, Center Valley, PA</td>
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<td>Mathematics/EHS</td>
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<td>Hilton Garden Inn, Exton, PA</td>
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<td>Lindsay Super</td>
<td>Music/Shoemaker ES</td>
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<td>July 12, 2016</td>
<td>Deborah Frey</td>
<td>Emotional Support K-3/Shoemaker ES</td>
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<td>18th Annual Wilson Conference</td>
<td>Boston, MA</td>
<td>July 11-12, 2016</td>
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<td>Learning Support/Wescosville ES</td>
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<td>Existing Title</td>
<td>Title</td>
<td>Reviewers</td>
<td>Non- adoption Recommended by</td>
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<td>200</td>
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<td>Enrollment of Students</td>
<td>existing</td>
<td>S, AS, AI</td>
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<td>201</td>
<td>Admission of Beginners</td>
<td>Admission of Students</td>
<td>existing</td>
<td>S, AS, AI, BS</td>
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<td>206</td>
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Key:  
S = Superintendent  
AS = Assistant Superintendent  
BS = Board Solicitor  
AI = Administrative Input
The Board shall enroll school age students eligible to attend district schools, in accordance with applicable laws and regulations, Board policy and administrative regulations.[1][2][3][4]

Definitions

School age shall be defined as the period from the earliest admission age for the district's kindergarten program until graduation from high school or the end of the school term in which a student reaches the age of twenty-one (21) years, whichever occurs first.[1][5]

District of residence shall be defined as the school district in which a student's parents/guardians reside.[2][3]

Guidelines

School age resident students and eligible nonresident students shall be entitled to attend district schools.[1][2][3][6]

The district shall not enroll a student until the parent/guardian has submitted proof of the student's age, residence, and immunizations and a completed Parental Registration Statement, as required by law and regulations.[1][2][7][8][3][9][10]
The district shall administer a home language survey to all students enrolling in district schools for the first time.[3][11]

The district shall normally enroll a school age, eligible student the next business day, but no later than five (5) business days after application.[3]

The district shall immediately enroll identified homeless students, even if the student or parent/guardian is unable to produce the required documents.[12]

The district shall not inquire about the immigration status of a student as part of the enrollment process.[3]

Enrollment requirements and administrative regulations shall apply to nonresident students approved to attend district schools, in accordance with Board policy.[13]

**Delegation of Responsibility**

The Superintendent or designee shall annually notify students, parents/guardians and staff about the district’s admissions and enrollment administrative regulations by publishing such regulations on the district website.[4]

The Superintendent or designee shall develop and disseminate administrative regulations for the enrollment of eligible students in district schools.

Last Modified by Dr Denise Torma on May 4, 2016
The Board shall establish age requirements for the admission of students to first grade and to kindergarten that are consistent with state law and regulations.\[1\][2][3]

**Guidelines**

**First Grade**

Beginners are students entering the lowest grade of the primary school above the kindergarten level. Beginners shall be admitted to school during the first two (2) weeks of the annual school term and thereafter at the district’s discretion. A child who is at least eight (8) years of age shall be admitted to school at any time during the school year.\[4\][5]

A beginner is eligible for admission to the first grade if s/he has attained the age of six (6) years, no months before September 1 of the school term.\[4\][6]

The Board may admit as a beginner a child who is five (5) years old and demonstrates readiness for entry by September 1st of the school term, upon the written request of the parent/guardian, recommendation of a school district psychologist, and approval of the Superintendent or has satisfactorily completed one (1) year of enrollment in a licensed kindergarten program.\[7\]

The Board is not required to admit as a beginner any child whose age is less than the district’s established admission age for beginners.\[7\]
Kindergarten

A child is eligible for admission to kindergarten if s/he has attained the age of five (5) years no months before September 1 of the school term.[8]

Delegation of Responsibility

The Superintendent or designee shall require that the parent/guardian of each student who registers for entrance to school shall submit proof of age, residency, and required immunizations.[9][10]

Last Modified by Dr Denise Torma on June 1, 2016
Purpose

The Board shall operate district schools for the benefit of students residing in this district who are eligible for attendance.[1][2][3]

Authority

https://www.boarddocs.com/pa/epenBoard.nsf/Private?open&login#
The Board shall require that appropriate legal documentation showing dependency or guardianship or a sworn statement of full residential support be filed with the Board Secretary before an eligible nonresident student may be accepted as a student in district schools. The Board may require a resident to submit additional, reasonable information to substantiate a sworn statement, in accordance with guidelines issued by the Department of Education.[7][8]

The Board reserves the right to verify claims of residency, dependency and guardianship and to remove from school enrollment a nonresident student whose claim is invalid.[7]

If information contained in the sworn statement of residential support is found to be false, the student shall be removed from school after notice is given of an opportunity to appeal the student’s removal, in accordance with Board policy.[7][9]

**Guidelines**

**Nonresident Children Placed in Resident’s Home**

Any child placed in the home of a district resident by a court or government agency shall be admitted to district schools and shall receive the same benefits and be subject to the same responsibilities as resident students.[12]

**Residents of Institutions**

A child who is living in or assigned to a facility or institution for the care or training of children that is located within this district is not a legal resident of the district by such placement; but s/he shall be admitted to district schools, and a charge shall be made for tuition in accordance with law.[13][14][15][16][17][10][18][19]

**Prospective Residents**

A student eligible for attendance whose parent/guardian intends to establish residency within twenty (20) school days may be enrolled without payment of tuition upon approval of the Superintendent.[5]

In unusual situations, the Superintendent may extend the timeline to establish residency but in no case beyond eighty (80) school days without Board approval.

Parents/Guardians of students who claim admission on the basis of future residency shall be required to demonstrate proof of the anticipated residency.

Enrollment shall be contingent upon maintaining established standards of attendance, discipline and academics.

Transportation shall not be provided by the district.

**Former Residents**

Upon receipt of a written request to the Superintendent, regularly enrolled senior class students who completed the tenth and eleventh grade at the district, whose parents/guardians have moved out of the school district, may be permitted to finish the school year without payment of tuition.[5]

Enrollment shall be contingent upon maintaining established standards of attendance, discipline
and academics.

Transportation shall not be provided by the district.

Other Nonresident Students

A nonresident student may be admitted to district schools without payment of tuition where attendance is justified on the grounds that the student lives full-time and not just for the school year with district residents who have assumed legal dependency or guardianship or full residential support of the student.[7][8]
In order to safeguard the school community from the spread of certain communicable diseases, the Board requires that established policy and administrative regulations be followed by students, parents/guardians and district staff.[1][2]

**Guidelines**

https://www.boarddocs.com/pa/apen/Board.nsf/Private?open&login#
Immunization

All students shall be immunized against specific diseases in accordance with state law and regulations, unless specifically exempt for religious or medical reasons.

A certificate of immunization shall be maintained as part of the health record for each student, as required by the Pennsylvania Department of Health. [3]

A student who has not been immunized in accordance with state regulations shall not be admitted to or permitted to attend district schools, unless exempted for medical or religious reasons or provisionally admitted by the Superintendent. [1][3][4][5][6]

A student shall be exempt from immunization requirements whose parent/guardian objects in writing to such immunization on religious grounds or whose physician certifies that the student's physical condition contraindicates immunization. [1][4][5][6]

Monitoring of immunization requirements shall be the responsibility of the Superintendent or designee and the department chair for the school nurses. [1]

The Superintendent or designee shall:

1. Annually review state standards for immunization and direct the responsible district personnel accordingly.

2. Ensure that parents/guardians are informed prior to a student's admission to school of the requirements for immunization, the requisite proof of immunization, exemption available for religious or medical reasons, and means by which such exemptions may be claimed. [1][3][5][6][7][8]

3. Investigate and recommend to the Board district-sponsored programs of immunization that may be warranted to safeguard the health of the school community. Such program shall be subject to Board approval and may be conducted in cooperation with local health agencies.

The Superintendent or designee shall report immunization data on the required form to the Department of Health on an annual basis in accordance with state regulations. [9]

Communicable Diseases

The Board authorizes that students who have been medically diagnosed by a physician for certain specified diseases and infectious conditions shall be excluded from school for the period indicated by regulations of the Department of Health. [10][11][12]

The school nurse shall report the presence of suspected communicable diseases to the appropriate local health authority, as required by the Department of Health. [13][14][15]

The Superintendent or designee shall direct that health guidelines and universal precautions designed to minimize the transmission of communicable diseases be implemented in district schools.

Instruction regarding prevention of communicable and life-threatening diseases shall be provided by the schools in the educational program for all levels, in accordance with state regulations. [16]
Parents/Guardians shall upon request, be provided opportunities during school hours to review all curriculum materials used in instruction relative to communicable and life-threatening diseases.[16][17][18]

Health Records

A comprehensive health record shall be maintained for each student enrolled in the district. The record shall include the results of required tests, measurements, screenings, regular and special examinations, and medical questionnaires.[19][20]

All health records shall be confidential, and their contents shall be divulged only when necessary for the health of the student or to a physician at the written request of the parent/guardian.[21][22][23][24]

Last Modified by Dr Denise Torma on June 7, 2016
Purpose

The Board is committed to providing a safe, healthy environment for its students and employees. The purpose of this policy shall be to safeguard the health and well-being of students and staff while protecting the rights of the individual.

This policy is based on current evidence that HIV Infection is not normally transmissible by infected individuals within the school setting, except as noted in this policy.

Definitions

AIDS - Acquired Immune Deficiency Syndrome.[1]

HIV Infection - refers to the disease caused by the HIV or human immunodeficiency virus.
Infected students - refers to students diagnosed as having HIV Infection, including those who are asymptomatic.

**Authority**

This policy shall apply to all students in all programs conducted by the school district.

The Board directs that the established Board policies and administrative regulations governing attendance and school rules relative to illnesses and other diseases among students shall also apply to infected students.[2][3]

The Board shall not require routine screening tests for HIV Infection in the school setting, nor will such tests be a condition for school attendance.

**Delegation of Responsibility**

The Superintendent or designee shall be responsible for developing and releasing all information concerning HIV Infection and infected students.

All district employees shall strive to maintain a respectful school climate and to prohibit physical or verbal harassment of any individual or group, including infected students.[4]

**Guidelines**

**Attendance**

Infected students have the same right to attend school and receive services as other students and shall be subject to the same policies and administrative regulations. HIV Infection shall not factor into decisions concerning educational programs, privileges or participation in any school-sponsored activity.[5][6][7]

School authorities shall determine the educational placement of infected students on a case-by-case basis by following Board policies and administrative regulations established for students with chronic health problems and students with disabilities.

When an infected student's parents/guardians voluntarily disclose information regarding the student's condition, the district employee who receives the information shall obtain the written consent of the parents/guardians to disclose the information to members of the Screening Team.[8]

A Screening Team comprised of the Superintendent or designee, building principal, school nurse, district physician, student's parents/guardians, and attending physician shall evaluate the infected student's educational placement. Placement decisions shall be based on the student's need for accommodations or services.

First consideration must be given to maintaining the infected student in a regular assignment. Any decision for an alternative placement must be supported by specific facts and data.

An infected student who is unable to attend school, as determined by a medical examination, shall be considered for homebound instruction or an alternative placement.[9][10][11][12]

An infected student may be excused from school attendance if the parent/guardian seeks such
excusal based on the advice of medical or psychological experts treating the student.[9][13][3]

An infected student's placement shall be reassessed if there is a change in the student's need for accommodations or services.

Confidentiality

District employees who have knowledge of an infected student's condition shall not disclose any information without prior written consent of the student's parents/guardians, consistent with the requirements of the Pennsylvania Confidentiality of HIV-Related Information Act.[8]

All health records, notes and other documents referring to an infected student's condition shall be secured and kept confidential.[14][8]

Infection Control

All employees shall be required to consistently follow infection control/universal precautions in all settings and at all times, including playgrounds and school buses. Employees shall notify the building principal of all incidents of exposure to bodily fluids and when a student's health condition or behavior presents a reasonable risk of transmitting an infection.

The school district shall maintain reasonably accessible equipment and supplies necessary for infection control.

Staff Development

The district shall provide opportunities for employees to participate in inservice education on HIV Infection.

Designated district employees may receive additional, specialized training appropriate to their positions and responsibilities.

Prevention Education

Prevention education shall be taught at every grade level as part of the curriculum, be appropriate to students' developmental maturity, and include accurate information about reducing the risk of HIV Infection.[15]

Prior to HIV Infection instruction in the schools, the district shall inform parents/guardians that curriculum outlines and materials used in the instruction shall be available for review.[16][15][17]

A student shall be excused from HIV Infection education when the instruction conflicts with the religious beliefs or principles of the student or parents/guardians, upon the written request of the parents/guardians.[16][15][18]

Last Modified by Dr Denise Torma on May 31, 2016
Policy Manual

Section: 200 Pupils
Title: Attendance
Number: 204 - NEW
Status: NEW

Legal:
1. 24 P.S. 1301
2. 24 P.S. 1326
3. 24 P.S. 1327
4. 22 PA Code 11.12
5. 22 PA Code 11.13
6. 22 PA Code 11.14
7. 22 PA Code 11.21
8. Pol. 200
9. 24 P.S. 1329
10. 24 P.S. 1330
11. 22 PA Code 11.23
12. 22 PA Code 11.25
13. 22 PA Code 12.1
14. 22 PA Code 11.26
15. 24 P.S. 1333
16. 24 P.S. 1354
17. 22 PA Code 11.22
18. 22 PA Code 11.28
19. Pol. 115
20. Pol. 116
21. Pol. 117
22. Pol. 118
23. 24 P.S. 1546
24. 22 PA Code 11.41
25. 22 PA Code 11.34
26. 22 PA Code 11.32
27. 22 PA Code 11.5
28. 24 P.S. 1327.1
29. Pol. 137
30. 22 PA Code 10.22
31. 24 P.S. 1501
32. 24 P.S. 1504

https://www.boarddocs.com/pa/openvBoard.nsf/Private?open&login#
Purpose

The Board requires that school age students enrolled in district schools attend school regularly, in accordance with state laws. The educational program offered by the district is predicated upon the presence of the student and requires continuity of instruction and classroom participation in order for students to achieve academic standards and consistent educational progress.[1][2][3][4][5][6][7][8]

Authority

Attendance shall be required of all students enrolled in district schools during the days and hours that school is in session, except that a principal or teacher may excuse a student for temporary absences upon receipt of satisfactory evidence of mental, physical, or other urgent reasons that may reasonably cause the student’s absence. Urgent reasons shall be strictly construed and do not permit irregular attendance.[3][9][10][11][12][13]

The school district considers the following conditions to constitute reasonable cause for absence from school:

1. Illness.[12]
2. Quarantine.
3. Recovery from accident.
4. Required court attendance.
5. Death in family.
6. Educational tours and trips, with prior approval.[9][14]

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

A maximum of twenty (20) days of cumulative lawful absences verified by parental notification shall be permitted during a school year. All absences beyond twenty (20) cumulative days shall require an excuse from a licensed physician.

The school district shall report to appropriate authorities infractions of the law regarding the attendance of students below the age of seventeen (17). The school district shall issue notice to those parents/guardians who fail to comply with the requirements of compulsory attendance that such infractions will be prosecuted according to law.[15][16][13]

Attendance need not always be within school buildings. A student shall be considered in attendance if present at any place where school is deemed in session by authority of the school district; the student is receiving approved tutorial instruction, or health or therapeutic services; the student is engaged in an approved and properly supervised independent study, work-study or career education program; the student is receiving approved homebound instruction.[3][17][11][18][19][20][21][22]

Upon written request by a parent/guardian, an absence for observance of a student's religion as a religious holiday shall be excused. A penalty shall not be attached to an absence for a religious holiday.[7]

The school district shall, upon written request of the parents/guardians, release from attendance a student participating in a religious instruction program acknowledged by the school district. Such instruction shall not require the child's absence from school for more than thirty-six (36) hours per school year, and its organizers must inform the school district of the child's attendance record. The school district shall not provide transportation to religious instruction. A penalty shall not be attached to an absence for religious instruction.[23][7]

The school district shall permit a student to be excused for participation in a project sponsored by a statewide or countywide 4-H, FFA or combined 4-H and FFA group upon written request prior to the event.[9][24]

The school district will recognize other justifiable absences for part of the school day. These shall include medical or dental appointments, court appearances, family emergencies, and other urgent reasons.[11][12]

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

1. On certification by a physician or submission of other satisfactory evidence and on approval of the Department of Education, children who are unable to attend school or apply themselves to study for mental, physical or other reasons that preclude regular attendance.[9][10][25]

2. Students enrolled in nonpublic or private schools in which the subjects and activities prescribed by law are taught.[3][26]

3. Students attending college who are also enrolled part-time in district schools.[27]

4. Students attending a home education program in accordance with law.[28][29]

5. Students fifteen (15) or sixteen (16) years of age whose enrollment in private trade or business schools has been approved by the Superintendent and the Secretary of
Education. [3]

6. Students fifteen (15) years of age, and fourteen (14) years of age who have completed the highest elementary grade, engaged in farm work or private domestic service under duly issued permits.[10]

7. Students sixteen (16) years of age regularly employed during the school session and holding a lawfully issued employment certificate.[10][18]

The school district may excuse the following students from the requirements of attendance at district schools:

1. Students receiving tutorial instruction in a field not offered in the district's curricula from a properly qualified tutor approved by the Superintendent, when the excusal does not interfere with the student's regular program of studies.[3][30][20]

2. School age children unable to attend school upon recommendation of the school physician and a psychiatrist or school psychologist, or both, and with approval of the Secretary of Education.[25]

3. Students enrolled in special programs or schools approved by the school district.[3]

Educational Tours/Trips

The school district may excuse a student from school attendance to participate in an educational tour or trip not sponsored by the district subject to the following conditions:[9][14]

1. A properly completed request form must be submitted by the parent/guardian to the building principal a minimum of five (5) school days prior to the trip, except in an emergency, so that parents/guardians can be notified if the request is approved or denied prior to the trip date.

2. One (1) request must be completed for each student and submitted to the building principal for approval.

3. Approval of each request will be based on previous attendance records, previous requests, academic performance, and anticipated educational value of the activity.

4. Unless there are unusual or emergency circumstances, requests will not be approved for the first ten (10) school days of the year, during semester examination periods at the secondary level, or during the district's or state's assessment periods.[43]

5. Students shall be responsible for securing and completing all classroom assignments during the period of absence.

6. If the student's absence extends beyond the approved time, such days may be classified as unlawful and/or unexcused.

No more than ten (10) school days per student will be approved for educational trip requests in any school year. Special requests with unusual circumstances or exceptional opportunities for learning should be discussed by the parent/guardian with the building principal well in advance of the requested dates for absence.

Delegation of Responsibility
The Superintendent or designee shall annually notify students, parents/guardians and staff about the district’s attendance policy by publishing such policy in the student handbook and the district website. [24]

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

1. Ensure a school session that conforms with requirements of state law and regulations.[31][32][33][34][35][36]

2. Govern the keeping of attendance records in accordance with law.[37][38]

3. Distribute annually to staff, students, and parents/guardians Board policies and school rules and regulations governing student attendance, absences and excusals.[24]

4. Impose on truant students appropriate incremental disciplinary measures for infractions of school rules, but no penalty may have an irredeemably negative effect on the student's record beyond that which naturally follows absence from classroom learning experiences. [15][39][16][40][41]

5. Identify the habitual truant, investigate the causes of truant behavior, and consider modification of the student’s educational program to meet particular needs and interests.

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

7. Issue written notice to any parent/guardian who fails to comply with the compulsory attendance law, within three (3) days of any proceeding brought under that law. Such notice shall inform the parent/guardian of the date(s) the absence occurred; that the absence was unexcused and in violation of law; that the parent/guardian is being notified and informed of his/her liability under law for the absence of the student; and that further violations during the school term will be prosecuted without notice.[15][16]

Repeated infractions of Board policy requiring the attendance of enrolled students may constitute misconduct that warrants the student's suspension or expulsion from the regular school program or provision of alternative education services.[42][40][41]

Last Modified by Dr Denise Torma on May 31, 2016
The Board directs that the assignment of students to classes and schools within this district shall be consistent with the educational needs and abilities of students and the best use of district resources.

**Authority**

The Board shall determine periodically the school attendance areas of the district, and the students within each area are expected to attend the designated school. In assigning students to schools within this district, no discrimination shall occur.[1][2][3]

**Delegation of Responsibility**

The Superintendent periodically shall review existing attendance areas and recommend to the Board changes that may be justified by considerations of safe student transportation and travel, convenience of access to schools, financial and administrative efficiency, and appropriateness of the instructional program.

The Superintendent or designee may assign a student to a school other than the one designated for the attendance area when such exception is justified by circumstances and is in the educational interest of the student.

The Superintendent or designee shall assign incoming transfer students to schools, grades, and classes that afford each student the greatest likelihood of realizing his/her educational and academic goals.

The building principal shall assign students in the school to appropriate grades, classes or groups, based on consideration of the needs and abilities of the student, as well as the educational program and administration of the school.

**Guidelines**

**Classroom Placement of Twins/Higher Order Multiples**
A parent/guardian of twins or higher order multiples who are in the same grade level at the same school may request that their children be placed in the same classroom or in separate classrooms. The request for classroom placement must be made no later than ten (10) days after the first day of each school year or ten (10) days after the first day of the children's attendance.[4]

The school shall provide the classroom placement requested by the parent/guardian, with the following exceptions:

1. After consultation with the Superintendent or designee, the principal determines that an alternative placement is necessary.

2. After consultation with the teacher of each classroom in which the children are placed, the principal determines that the requested classroom placement is disruptive to the classroom. The principal may then determine the appropriate classroom placement for the siblings.

3. If the request for separate classroom placement would require the district to add an additional class to the grade level of the siblings.

The school may recommend classroom placement and provide professional education advice to the parent/guardian to assist in making the best decision for their children's education.

A parent/guardian may appeal the principal's classroom placement of twins or higher order multiples in accordance with Board policy.[5]

Last Modified by Dr Denise Torma on May 18, 2016.
Purpose

The Board recognizes that certain written and oral communications between students and school personnel must be confidential.

Authority

The Board directs school personnel to comply with all federal and state laws, regulations and Board policy concerning confidential communications of students.

Guidelines

Information received in confidence from a student may be revealed to the student’s parent/guardian, building principal or other appropriate authority by the staff member who received the information when the health, welfare or safety of the student or other persons clearly is in jeopardy.\[1\]

Use of a student’s confidential communications to school personnel in legal proceedings is governed by laws and regulations appropriate to the proceedings.\[1\]\[2\]\[3\]

Delegation of Responsibility

In qualifying circumstances, a staff member may reveal confidential information to the building principal and other appropriate authorities.

In qualifying circumstances, the building principal may reveal confidential information to a student’s parent/guardian and other appropriate authorities, including law enforcement personnel.
Purpose

The Board affirms that even though law requires attendance of a student only between the ages of eight (8) and seventeen (17), it is in the best interests of both students and the community that students complete the educational program that will equip them with required skills and increase their chances for a successful life beyond school.[1][2][3][4]

Authority

The Board directs that whenever a student wishes to withdraw, efforts should be made to determine the underlying reason for such action. District resources and staff shall be utilized to assist the student in pursuing career goals.

No student of compulsory school age will be permitted to withdraw without the written consent of a parent/guardian including supporting justification.

Guidelines

Counseling services shall be made available to any student who states an intention to withdraw permanently.

Information shall be given to help a withdrawing student define educational and life goals and develop a plan for achieving those goals.

Students shall be informed about the tests for General Educational Development.

Delegation of Responsibility

The building administrator shall ensure the timely return of all district-owned supplies and equipment in the possession of the student.
In compliance with the School Code, the Board shall require that district students submit to health and dental examinations in order to protect the school community from the spread of communicable disease and to ensure that the student's participation in health, safety and physical education courses meets his/her individual needs and that the learning potential of each student is not lessened by a remediable physical disability.[1][2][3][4]

**Guidelines**

Each student shall receive a comprehensive health examination either conducted by the school physician or a private licensed medical provider upon original entry, in sixth grade, and in eleventh grade.[2][5][4]

Each student shall receive a comprehensive dental examination conducted by the school dentist or a private dental provider upon original entry, in third grade, and in seventh grade.[3][5][4]

A private health and/or dental examination conducted at the parents'/guardians' request and
expense shall be accepted in lieu of the school examination. The district shall accept reports of privately conducted physical and dental examinations completed within one (1) year prior to a student’s entry into the grade where an exam is required.[5]

The school nurse or medical technician shall administer to each student vision tests, hearing tests, tuberculosis tests, other tests deemed advisable, and height and weight measurements, at intervals established by the district. Height and weight measurements shall be used to calculate the student’s weight-for-height ratio.[2][4][6]

A student who presents a statement signed by the parent/guardian that a medical examination is contrary to his/her religious beliefs shall be examined only when the Secretary of Health determines that the student presents a substantial menace to the health of others.[7][8]

Where it appears to school health officials or teachers that a student deviates from normal growth and development, or where school examinations reveal conditions requiring health or dental care, the parent/guardian shall be informed; and a recommendation shall be made that the parent/guardian consult a private physician or dentist. The parent/guardian shall be required to report to the school nurse the action taken subsequent to such notification. If the parent/guardian fails to report the action taken, the school nurse, school physician, or school dentist shall arrange a special examination for the student.[2][9][4]

Parents/Guardians of students who are to receive physical and dental examinations or screenings shall be notified in writing. The notice shall include the date and location of the examination or screening and notice that the parent/guardian may attend or may have the examination or screening conducted privately at the parent's/guardian's expense. Such statement may also include notification that the student may be exempted from such examination or screening if it is contrary to the parent's/guardian's religious beliefs.[10][11][12]

The first notice to comply with the policy of medical or dental examinations will be mailed on or about October 1. The second notice to comply with the policy of medical or dental examinations will be mailed on or about December 1. If the medical or dental examination, as requested through the Department of Health and/or the East Penn School District, is not completed and proof submitted to the appropriate school nurse by the last day of the second marking period of the school year in question, the student will be excluded from school.

Health Records

The district shall maintain for each student a comprehensive health record which includes a record of immunizations and the result of tests, measurements, regularly scheduled examinations and special examinations.[2]

All health records shall be confidential and shall be disclosed only when necessary for the health of the student or when requested by the parent/guardian, in accordance with law and Board policy.[13][14]

Designated district staff shall request from the transferring school the health records of students transferring into district schools. Staff shall respond to such requests for the health records of students transferring from district schools to other schools.[13]

If no health record of a student transferring into district schools is received or the health record indicates that a mandated screening or examination has not been completed at the appropriate level, the student shall be examined as soon as possible after the transfer by a school physician or school dentist, unless a private examination meeting the requirements of this policy has been
furnished.

The district shall destroy student health records only after the student has not been enrolled in district schools for at least two (2) years.[13][15]

**Delegation of Responsibility**

The Superintendent or designee shall instruct all staff members to continually observe students for conditions that indicate health problems or disability and to promptly report such conditions to the school nurse.[2]

The Superintendent or designee shall ensure that notice is provided to all parents/guardians regarding the existence of and eligibility for the Children's Health Insurance Program (CHIP).[9]

Last Modified by Dr Denise Torma on May 31, 2016
5/31/2016

Book: Policy Manual
Section: 200 Pupils
Title: Food Allergy Management and Dietary Needs
Number: 209.1 - NEW

Status: Legal

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7. Pol. 113.4
8. Pol. 209
9. Pol. 216
10. Pol. 121
11. Pol. 246
12. Pol. 808
13. Pol. 810
14. Pol. 146
15. Pol. 805
24 P.S. 1422.1
22 PA Code 12.41
20 U.S.C. 1232g
20 U.S.C. 1400 et seq
29 U.S.C. 794
42 U.S.C. 12101 et seq
7 CFR Part 15
28 CFR Part 35
34 CFR Part 99
34 CFR Part 104
34 CFR Part 300
Pol. 103


https://www.boarddocs.com/pa/open/Board.nsf/Private?open&login#
**Purpose**

The Board is committed to providing a safe and healthy environment for students with severe or life-threatening food allergies and shall establish policy to address food allergy management in district schools in order to:

1. Reduce and/or eliminate the likelihood of severe or potentially life-threatening allergic reactions.
2. Ensure a rapid and effective response in the case of a severe or potentially life-threatening allergic reaction.
3. Protect the rights of students by providing them, through necessary accommodations when required, the opportunity to participate fully in all school programs and activities, including classroom parties and field trips.

The focus of food allergy management shall be on prevention, education, awareness, communication and emergency response.

**Authority**

The Board adopts this policy in accordance with applicable state and federal laws and regulations, and the guidelines established jointly by the PA Department of Education and PA Department of Health on managing severe or life-threatening food allergies in the schools.[1]

**Definitions**

Food allergy - an abnormal, adverse reaction to a food that is triggered by the body's immune system.

Medical Plans of Care - written documents individualized for a particular student with a severe or life-threatening food allergy to address the student's needs throughout the school day, including:

1. Emergency Care Plan (ECP) - a medical plan of care based on the information provided in the student's Individualized Healthcare Plan (IHP) and distributed to all school personnel who have responsibilities for the student which specifically describes how to recognize a food allergy emergency and what to do when signs or symptoms of these conditions are observed.

2. Individualized Healthcare Plan (IHP) - a medical plan of care that provides written directions for school health personnel to follow in meeting the individual student’s healthcare needs. The plan describes functional problem areas, sets goals for overcoming problems, and lists tasks/interventions to meet the goals. The IHP shall include a Food Allergy Medical Management Plan developed by a student's personal healthcare team and family, which shall outline the student’s prescribed healthcare regimen and be signed by the student’s board-certified allergist, family physician, physician assistant or certified registered nurse practitioner.

3. Related Services Component in Individualized Education Program (IEP) - that part of an IEP for a student receiving special education and related services which includes reference to development and implementation of an IHP and ECP for students with a documented severe or life-threatening food allergy as well as identifying the medical accommodations,
educational aids and services to address the student's needs. [2]

4. Section 504 Service Agreement - a medical plan of care which references development and implementation of an IHP and ECP as well as other accommodations, educational aids and services a student with a documented severe or life-threatening food allergy requires in order to have equal access to educational programs, nonacademic services and extracurricular activities as students without food allergies. [3]

Guidelines

Prior to enrollment in the district or immediately after diagnosis of a food allergy, appropriate medical plans of care such as an ECP, IHP, Section 504 Service Agreement and/or IEP shall be developed for each student identified with a food allergy. Plans shall be developed by the school nurse, in collaboration with the student’s healthcare provider, the student’s parents/guardians, district or school nutrition staff, the student, if appropriate, and any other appropriate persons.

Where a medical plan of care is developed, it should carefully describe the plan for coverage and care of a student during the school day as well as during school-sponsored activities which take place while the student is under school jurisdiction during or outside of school hours. Medical plans of care shall include a component which provides information to the school nutrition service regarding each student with documented severe or life-threatening food allergies.

Medical plans of care should include both preventative measures to help avoid accidental exposure to allergens and emergency measures in case of exposure, including administration of emergency medication. [4][5]

A complete set of a student’s current medical plans of care related to food allergies shall be maintained by the school nurse. Information or copies of the different components of a student’s medical plans of care shall be provided to appropriate personnel who may be involved in implementation of the medical plans of care.

Accommodating Students With Disabling Special Dietary Needs

Students with food allergies may be identified, evaluated and determined to be disabled, in which case the district shall make appropriate accommodations, substitutions or modifications in accordance with the student’s medical plans of care. [3][2]

The district must provide reasonable accommodations, substitutions or modifications for students with disabling dietary needs. The student’s physician shall determine and document if the student has a disabling dietary need. Examples of a disability under this policy would include metabolic conditions (e.g., diabetes), severe food allergies or cerebral palsy.

Students who fall under this provision must have a written medical statement signed by a licensed physician, the student’s board-certified allergist, family physician, physician assistant or certified registered nurse practitioner, which shall be included with the student’s IHP. The medical statement must identify: [6]

1. The student’s special dietary disability.

2. An explanation of why the disability restricts the student’s diet.

3. The major life activity(ies) affected by the disability.

4. The food(s) to be omitted from the student’s diet.
5. The food or choice of foods that must be provided as the substitute.

Accommodating Students With Nondisabling Special Dietary Needs

The district may, at its discretion, make appropriate accommodations, substitutions or modifications for students who have a special dietary need but who do not meet the definition of disability, such as a food intolerance or allergy that does not cause a reaction that meets the definition of a disability. The decision to accommodate such a student shall be made on a case-by-case basis.

Students who fall under this provision must have a written medical statement signed by a physician, physician assistant or certified registered nurse practitioner identifying the following:

1. The medical or other special dietary condition which restricts the student's diet.
2. The food(s) to be omitted from the student's diet.
3. The food or choice of foods to be substituted.

Confidentiality

The district shall maintain the confidentiality of students with food allergies, to the extent appropriate and as requested by the student's parents/guardians. District staff shall maintain the confidentiality of student records as required by law, regulations and Board policy.[7][8][9]

Delegation of Responsibility

The Superintendent or designee, in coordination with the department chair for school nurses, school nutrition services staff, and other pertinent staff, shall develop administrative regulations to implement this policy or adopt as administrative regulations the suggested guidelines developed by the Pennsylvania Departments of Education and Health and National School Boards Association (NSBA). These guidelines provide information on managing severe or life-threatening food allergies in district schools, including all classrooms and instructional areas, school cafeterias, outdoor activity areas, on school buses, during field trips, and during school activities held before the school day and after the school day.[10][11][12][13]

Administrative regulations should address the following components:

1. Identification of students with food allergies and provision of school health services.[14]
2. Development and implementation of individual written management plans.
3. Medication protocols, including methods of storage, access and administration.[4][5]
4. Development of a comprehensive and coordinated approach to creating a healthy school environment.[11]
5. Communication and confidentiality.[7][8][9]
7. Professional development and training for school personnel.
8. Awareness education for students.
9. Awareness education and resources for parents/guardians.

10. Monitoring and evaluation.

The Superintendent or designee shall annually notify students, parents/guardians, staff and the public about the district’s food allergy management policy by publishing such on the district’s website.

Last Modified by Dr Denise Torma on May 31, 2016
Purpose

The Board shall not be responsible for the diagnosis and treatment of student illness. The administration of prescribed medication to a student during school hours in accordance with the direction of a parent/guardian and licensed prescriber will be permitted only when failure to take such medicine would jeopardize the health of the student or the student would not be able to attend school if the medicine were not available during school hours.

Definitions

For purposes of this policy, medication shall include all medicines prescribed by a licensed prescriber and any over-the-counter medicines.

For purposes of this policy, licensed prescribers shall include licensed physicians (M.D. and D.O.), podiatrists, dentists, optometrists, certified registered nurse practitioners and physicians assistants.

Authority

The Board directs all district employees to comply with the Pennsylvania Department of Health's Guidelines for Pennsylvania Schools for the Administration of Medications and Emergency Care.

Before any medication may be administered to or by any student during school hours, the Board
shall require the written request of the parent/guardian, giving permission for such administration.[1][2]

**Delegation of Responsibility**

The Superintendent or designee, in conjunction with the Certified School Nurse (CSN), shall develop administrative regulations for the administration and self-administration of students’ medications.

All medications shall be administered by the Certified School Nurse, or in the absence of the Certified School Nurse, by other licensed school health staff (RN, LPN), except as otherwise noted in this policy.

The Certified School Nurse shall collaborate with parents/guardians, district administration, faculty and staff to develop an individualized healthcare plan to best meet the needs of individual students.[4][5]

The policy and administrative regulations for administration of medications shall be reviewed; at least every two (2) years, by a committee consisting of the department chair for school nurses, school physician, and designated administrators, and revised as necessary.

**Guidelines**

The district shall inform all parents/guardians, students and staff about the policy and administrative regulations governing the administration of medications.

All standing medication orders and parental consents shall be renewed at the beginning of each school year.

Student health records shall be confidential and maintained in accordance with state and federal laws and regulations and the Department of Health Guidelines.[6][7]

Students may possess and use asthma inhalers and epinephrine auto-injectors when permitted in accordance with state law and Board policy.[8][9]

**Delivery and Storage of Medications**

All medication shall be brought to the nurse’s office, or the main office if the nurse is in another building, by the parent/guardian or by another adult designated by the parent/guardian. All medication shall be stored in the original pharmacy-labeled container or original packaging and kept in a locked cabinet designated for storage of medication. Medications that require refrigeration shall be stored in a refrigerator designated only for medications.

All medication should be recorded and logged in with the date, name of student, name of medication, amount of medication, and signatures of the parent/guardian or designated adult delivering the medication and the school health personnel receiving the medication.

Nonprescription medication must be labeled with the student’s name.

Prescription medication shall be labeled with:

1. Name, address, telephone and federal DEA (Drug Enforcement Agency) number of the pharmacy.
2. Student's name.

3. Directions for use (dosage, frequency and time of administration, route, special instructions).

4. Name and registration number of the licensed prescriber.

5. Prescription serial number.

6. Date originally filled.

7. Name of medication and amount dispensed.

8. Controlled substance statement, if applicable.

All prescription medication shall be accompanied by a completed Medication Administration Consent and Licensed Prescriber's Medication Order Form available in the school nurse's office, or other written communication from the licensed prescriber.

Disposal of Medications

Procedures shall be developed for the disposal of medications consistent with the Department of Health Guidelines, which shall include:

1. Guidelines for disposal of contaminated needles or other contaminated sharp materials immediately in an appropriately labeled, puncture resistant container.

2. Processes for immediately returning to parents/guardians all discontinued and outdated medications, as well as all unused medications at the end of the school year.


4. Proper documentation of all medications returned to parents/guardians and for all medications disposed of by the Certified School Nurse or other licensed school health staff. Documentation shall include, but not be limited to, date, time, amount of medication and appropriate signatures.

Student Self-Administration of Emergency Medications

Prior to allowing a student to self-administer emergency medication, the district shall require the following:[9]

1. An order from the licensed prescriber for the medication, including a statement that it is necessary for the student to carry the medication and that the student is capable of self-administration.

2. Written parent/guardian consent.

3. An Individual Health Plan including an Emergency Care Plan.

4. The nurse shall conduct a baseline assessment of the student's health status.

5. The student shall demonstrate administration skills and responsible behavior to the nurse.

The nurse shall provide periodic and ongoing assessments of the student's self-management
The student shall notify the school nurse immediately following each occurrence of self-administration of medication.

Students shall demonstrate a cooperative attitude in all aspects of self-administration of medication. Privileges for self-administration of medication will be revoked if school policies regarding self-administration are violated.

**Administration of Medication During Field Trips and Other School-Sponsored Activities**

The Board directs planning for field trips and other school-sponsored activities to start early in the school year and to include collaboration between administrators, teachers, nurses, appropriate parents/guardians and other designated health officials.[10]

Considerations when planning for administration of medication during field trips and other school-sponsored programs and activities shall be based on the student’s individual needs and may include the following:

1. Assigning school health staff to be available.

2. Utilizing a licensed person from the school district’s substitute list.

3. Contracting with a credible agency which provides temporary nursing services.

4. Utilizing licensed volunteers via formal agreement that delineates responsibilities of both the school and the individual.

5. Addressing with parent/guardian the possibility of obtaining from the licensed prescriber a temporary order to change the time of the dose.

6. Asking parent/guardian, who have proper clearances, to accompany the child on the field trip.

7. Arranging for medications to be provided in an original labeled container with only the amount of medication needed.

Security procedures shall be established for the handling of medication during field trips and other school-sponsored activities.

Last Modified by Dr Denise Torma on June 7, 2016
Deleted stand-alone policy for use of anabolic steroids by student athletes - this topic is covered under draft policy 227, and language from this policy has been incorporated into the draft.

Last Modified by Kristin Ehrhart on January 7, 2016
The Board shall permit students in district schools to possess asthma inhalers and epinephrine auto-injectors and to self-administer the prescribed medication in compliance with state law and Board policy.[1][2]

**Definitions**

Asthma inhaler shall mean a prescribed device used for self-administration of short-acting, metered doses of prescribed medication to treat an acute asthma attack.[3]

Epinephrine auto-injector shall mean a prescribed disposable drug delivery system designed for the self-administration of epinephrine to provide rapid first aid for persons suffering the effects of anaphylaxis.

Self-administration shall mean a student's use of medication in accordance with a prescription or written instructions from a licensed physician, certified registered nurse practitioner or physician assistant.

**Guidelines**

Before a student may possess or use an asthma inhaler or epinephrine auto-injector in the school setting, the Board shall require the following:[1][4]

1. A written request from the parent/guardian that the school complies with the order of the licensed physician, certified registered nurse practitioner or physician assistant.

2. A written statement from the parent/guardian acknowledging that the school is not
responsible for ensuring the medication is taken and relieving the district and its employees of responsibility for the benefits or consequences of the prescribed medication.

3. A written statement from the licensed physician, certified registered nurse practitioner or physician assistant that states:

   a. Name of the drug.
   b. Prescribed dosage.
   c. Times medication is to be taken.
   d. Length of time medication is prescribed.
   e. Diagnosis or reason medication is needed, unless confidential.
   f. Potential serious reaction or side effects of medication.
   g. Emergency response.
   h. If child is qualified and able to self-administer the medication.

The student shall notify the school nurse immediately following each use of an asthma inhaler or epinephrine auto-injector.[1]

The district reserves the right to require a statement from the licensed physician, certified registered nurse practitioner or physician assistant for the continued use of a medication beyond the specified time period.[1]

A written request for student use of an asthma inhaler and/or epinephrine auto-injector shall be submitted annually, along with required written statements from the parent/guardian and an updated prescription.[1]

Student health records shall be confidential and maintained in accordance with state and federal laws and regulations.[5][6]

A student whose parent/guardian completes the written requirements for the student to possess an asthma inhaler or epinephrine auto-injector and to self-administer the prescribed medication in the school setting shall demonstrate to the school nurse the competency for self-administration and responsible behavior in use of the medication. Determination of competency for self-administration shall be based on the student’s age, cognitive function, maturity and demonstration of responsible behavior.[1]

Students shall be prohibited from sharing, giving, selling, and using an asthma inhaler or epinephrine auto-injector in any manner other than which it is prescribed during school hours, at any time while on school property, at any school-sponsored activity, and during the time spent traveling to and from school and school-sponsored activities. Violations of this policy shall result in loss of privilege to self-carry the asthma inhaler or epinephrine auto-injector and disciplinary action in accordance with Board policy.[1][7][8][9]

If the district denies a student’s request to self-carry an asthma inhaler or epinephrine auto-injector or the student has lost the privilege of self-carrying an asthma inhaler or epinephrine auto-injector, the student’s prescribed medication shall be appropriately stored at a location in close proximity to the student. The student’s classroom teachers shall be informed where the
medication is stored and the means to access the medication.[1]

The district shall annually distribute to students and parents/guardians this policy along with the Student Discipline Code.[1][10][8]

The district shall post this policy on the district website.[1]

**Delegation of Responsibility**

The Superintendent or designee, in conjunction with the school nurse(s), may develop administrative regulations for student possession of asthma inhalers or epinephrine auto-injectors and self-administration of prescribed medication.
The Board recognizes the need for insurance coverage for unforeseen accidents that may occur to students in the course of attendance at school or participation in the athletic and extracurricular programs of the schools.

Authority

The Board shall require parents/guardians of students who participate in an interscholastic sport, cheerleader program, and designated extracurricular programs to purchase the student accident insurance available through the school district or provide proof of comparable insurance, prior to the student's participation.

The Board shall provide parents/guardians the opportunity to purchase insurance coverage, at no cost to the Board district, for injury resulting from accidents sustained by students while school is in session and/or round-the-clock coverage, whether school is or is not in session.

The Board shall maintain insurance coverage by a qualified insurer over and above the first responsibility of family coverage at no cost to the student for injury resulting from accidents sustained while participating in junior and senior high school football, junior and senior high school interscholastic and intramural sports, band, cheerleaders and majorettes.[1][2][3]

Delegation of Responsibility

The Superintendent or designee shall be responsible to:

1. Prepare specifications and secure suitable coverage from qualified insurance carriers for recommendation and Board approval.

2. Notify all students and parents/guardians of students who may be eligible for insurance purchase.

3. Ensure that where the Board assumes the full cost of insurance, each eligible student is properly insured.

4. Verify that required student accident insurance has been obtained prior to participation in an interscholastic sport, cheerleader program, and designated extracurricular programs.
5. Designate extracurricular programs required to purchase student accident insurance.

Last Modified by Dr Denise Torma on May 31, 2016
The Board recognizes that communication between school and home is a vital component in the growth and education of each student. The Board acknowledges the school's responsibility to keep parents/guardians informed of student welfare and academic progress.[1]

**Authority**

The Board directs that the district’s instructional program shall include a system of measuring all students’ academic progress.[2][3][4][5]

The Board directs the Superintendent to establish a system of reporting student progress that includes academic progress reports and parent/guardian conferences with teachers.

**Delegation of Responsibility**

The Superintendent or designee shall develop administrative regulations for reporting student progress to parents/guardians.

All appropriate staff members, as part of their professional responsibility, shall comply with the systems established for measuring and reporting student progress.[2][3]

**Guidelines**

Various methods of reporting, appropriate to grade level and curriculum content, shall be utilized.

Both student and parent/guardian shall receive ample warning of a pending grade of failure, or one that would adversely affect the student’s academic status.

Scheduling of parent-teacher conferences shall occur at times that ensure the greatest degree of participation by parents/guardians.
Review and evaluation of methods of reporting student progress to parents/guardians shall be conducted on a periodic basis.

Last Modified by Dr Denise Torma on May 4, 2016
Deleted policy as a recommendation. Grading of student progress language is more appropriately addressed in draft policies 127 Assessment System and 212 Reporting Student Progress.

Last Modified by Kristin Ehrhart on January 7, 2016
Purpose

The Board acknowledges the necessity for a system of computing grade point averages and class rank for high school students to inform students, parents/guardians and others of their relative academic placement among their peers.

Authority

The Board authorizes a system of class rank, by grade point average reported as percentiles, for students in grades 9-12. All students shall be ranked together.

Class rank shall be computed by the final grade in all subjects for which credit is awarded.

A student's grade point average and rank in class shall be entered on the student's record and transcripts and shall be subject to Board policy on release of student records.[1]

Delegation of Responsibility

The Superintendent or designee shall develop administrative regulations for computing grade point averages and assigning class rank to implement this policy.

Last Modified by Dr Denise Torma on May 31, 2016
Purpose

The Board recognizes that the emotional, social, physical and educational development of students will vary and that students should be placed in the educational setting most appropriate to their needs. The Superintendent or designee shall establish and maintain academic standards for each grade and monitor individual student achievement in a continuous and systematic manner.

Authority

The Board establishes that each student shall be moved forward in a continuous pattern of achievement and development that corresponds with the student's progress, system of grade levels, and attainment of the academic standards established for each grade.[1][2][3][4]

A student shall be promoted when s/he has successfully completed the curriculum requirements and has achieved the academic standards established for the present level, based on the professional judgement of the teachers and the results of assessments. A student shall earn the right to advance to the next grade by demonstrating mastery of the required skills and knowledge.[1][2]

Delegation of Responsibility

The Superintendent or designee shall develop administrative regulations for promotion and retention of students which assure that every effort will be made to remediate the student's difficulties before the student is retained.

The recommendation of the classroom teacher shall be required for promotion or retention of a student.[2]

The building principal has the final responsibility for determining the promotion or retention of each student.
Guidelines

In all cases of retention, the parents/guardians shall be fully involved and informed throughout the process. Parents/Guardians and students shall be informed of the possibility of retention of a student when they are first identified as being at risk of retention.

Academic achievement, attitude, effort, work habits, behavior, attendance and other factors related to learning shall be evaluated regularly and communicated to students and parents/guardians.[5]

The district shall utilize multiple measures of academic performance as determinants in promotion and retention decisions.[5]

Progress toward high school graduation shall be based on the student's ability to achieve the established academic standards and pass the required subjects and electives necessary to earn the number of credits mandated by the Board for graduation.[6]

Last Modified by Dr Denise Torma on May 31, 2016
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- 1. 24 P.S. 1305-A
- 2. 24 P.S. 1306-A
- 3. 24 P.S. 1402
- 4. 24 P.S. 1409
- 5. 24 P.S. 1532
- 6. 24 P.S. 1533
- 7. 22 PA Code 4.52
- 8. 22 PA Code 12.31
- 9. 22 PA Code 12.32
- 10. 22 PA Code 15.9
- 11. 20 U.S.C. 1232g
- 12. 34 CFR Part 99
- 13. 34 CFR Part 300
- 14. 34 CFR 99.3
- 15. 34 CFR 99.5
- 16. 34 CFR 99.4
- 17. Pol. 213
- 18. Pol. 215
- 19. 34 CFR 99.7
- 20. 34 CFR 99.10
- 21. 34 CFR 99.11
- 22. 34 CFR 99.12
- 23. 34 CFR 99.20
- 24. 34 CFR 99.21
- 25. 34 CFR 99.22
- 26. 34 CFR 99.37
- 27. 34 CFR 99.30-99.39
- 28. 34 CFR 99.31
- 29. 34 CFR 99.32
- 30. Pol. 113.4
- 31. Pol. 250
- 32. 35 P.S. 450.403-A
The Board recognizes its responsibility for the collection, retention, disclosure and protection of student records. The Board also recognizes the legal requirement to maintain the confidentiality of student records and prohibits the unauthorized access, reproduction, and/or disclosure of student education records and personally identifiable information from such records.[1][2][3][4][5][6][7][8][9][10][11][12][13]

The Board shall adopt a comprehensive plan for the collection, maintenance and dissemination of student education records that complies with federal and state laws and regulations and state guidelines. Copies of the adopted student records plan shall be maintained by the district and revised as required by changes in federal or state law and regulations.

Copies of the student records plan shall be submitted to the Department of Education, upon request.

Definitions

Attendance - includes, but is not limited to, attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunications technologies for students who are not physically present in the classroom; and the period during which a person is working under a work-study program.[14]

Directory information - information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. Directory information includes, but is not limited to, the student’s name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; grade level; enrollment status; dates of attendance; participation in officially recognized school activities and sports; weight and height of members of athletic teams; degrees, honors and awards received; and the most recent educational agency or institution attended.[11][14]

Directory information does not include a student's Social Security Number; or student identification (ID) number, except that directory information may include a student ID number, user ID, or other unique personal identifier displayed on a student ID card/badge or used by the student for purposes of accessing or communicating in electronic systems, but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user.

Disclosure - permitting access to or the release, transfer or other communication of personally identifiable information contained in education records by any means, including oral, written, or electronic means, to any party, except the party that provided or created the record.[14]
Education records - records that are directly related to a student, and maintained by the school district or by a party acting for the school district.\[11][14]\n
The term does not include:

1. Records kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to another individual except a temporary substitute for the maker of the record.

2. Records created or received by the district after an individual is no longer a student in attendance and that are not directly related to the individual’s attendance as a student.

3. Grades on peer-graded papers before they are collected and recorded by a teacher.

4. Other records specifically excluded from the definition of education records under the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations.

Eligible student - a student who has attained eighteen (18) years of age or is attending an institution of postsecondary education. All rights accorded to and consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student. In cases where an eligible student is dependent upon the parent as defined in the Internal Revenue Code, the district shall make the education records accessible to the parent of said student.\[14][15]\n
Parent - includes a natural parent, a guardian or an individual acting as a parent of a student in the absence of a parent/guardian. The district shall give full rights to either parent unless the district has been provided with evidence that there is a state law, court order, or a legally binding document governing such matters as divorce, separation, or custody that specifically revokes these rights.\[14][16]\n
Personally identifiable information - includes, but is not limited to: \[14]\n
1. The student's parents or other family members.

2. The address of the student or student’s family.

3. A personal identifier, such as the student's Social Security Number, student number, or biometric record.

4. Other indirect identifiers, such as the student’s date of birth, place of birth, and mother's maiden name.

5. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

6. Information requested by a person who the district reasonably believes knows the identity of the student to whom the education record relates.

Student - includes any individual who is or has been in attendance at the district and regarding whom the district maintains education records.\[14]\n
**Delegation of Responsibility**

https://www.boarddocs.com/pa/open/Board.nsf/Private?open&login#
The Superintendent or designee shall be responsible for developing, implementing, and monitoring the student records plan.

All district personnel having access to student education records shall receive training in the requirements of Board policy, student records plan, and applicable federal and state laws and regulations as directed by the Superintendent.

Each district teacher shall prepare and maintain a record of the work and progress of each student, including the final grade and a recommendation for promotion or retention.[5][17][18]

**Guidelines**

The district's plan for the collection, retention, disclosure and protection of student records shall provide for the following:

1. Safeguards to protect the student records when collecting, retaining and disclosing personally identifiable information.

2. Ensuring that parents and eligible students, including those who are disabled or have a primary language other than English, are effectively notified of their rights and the procedures to implement those rights, annually and upon enrollment.[19]

3. Procedures for the inspection, review, and copying of a student's education records by parents and eligible students. The district may charge a fee for copies of records that are made for parents so long as the fee does not effectively prevent parents from exercising their right to inspect and review those records. The district shall not charge a fee to search for or to retrieve information in response to a parental request.[20][21][22]

4. Procedures for requesting the amendment of a student’s education records that the parent or eligible student believes to be inaccurate, misleading, or otherwise in violation of the student’s privacy rights.[23]

5. Procedures for requesting and conducting hearings to challenge the content of the student’s education records.[24][25]

6. Enumerating and defining the types, locations and persons responsible for education records maintained by the district.

7. Determining the types of personally identifiable information designated as directory information.[14][26]

8. Establishing guidelines for the disclosure and redisclosure of student education records and personally identifiable information from student records.[27]

9. Reasonable methods to ensure that school district officials obtain access to only those education records in which they have a legitimate educational interest. Such methods shall include criteria for determining who constitutes a school district official and what constitutes a legitimate educational interest.[19][28]

10. Maintaining required records of requests for access and each disclosure of personally identifiable information from each student’s education records.[29]

11. Ensuring appropriate review, retention, disposal and protection of student records.[30]
12. Transferring education records and appropriate disciplinary records to other school districts.[1]

Student Recruitment

Procedures for disclosure of student records and personally identifiable information shall apply equally to military recruiters and postsecondary institutions and shall comply with law and Board policy.[31]

Missing Child Registration

A missing child notation shall be placed on school records of a student under the age of eighteen (18) reported as missing to school officials by a law enforcement authorities. Such notation shall be removed when the school district is notified by the appropriate law enforcement authorities that a missing child has been recovered.[32]

In the event the district receives a request for information from the school records of a missing child, the district shall:[33]

1. Attempt to obtain information on the identity of the requester.

2. Contact the appropriate law enforcement authorities to coordinate a response.

No information in the records shall be released to the requester without first contacting the appropriate law enforcement authorities.

Last Modified by Dr Denise Torma on June 7, 2016
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**Purpose**

The Board shall establish graduation requirements and acknowledge each student's successful completion of the instructional program by awarding diplomas and certificates at graduation ceremonies.

**Authority**

The Board shall adopt the graduation requirements students must achieve in accordance with state regulations.[1][2][3]

The Board requires graduation requirements to be published and distributed to students and
parents/guardians, and made available in each school building or on the district's website. All changes to graduation requirements shall be published and distributed to students and parents/guardians, and made available in each school building or on the district’s website immediately following approval by the Board.[1]

**Diplomas**

The Board shall award a high school diploma to every student enrolled in this district who meets the requirements for graduation established by this Board.[4][5][1][6][7][8]

A student who has completed the requirements for graduation shall not be denied a diploma as a disciplinary measure, but the student may be denied participation in the graduation ceremony when personal conduct so warrants. Such exclusion shall be regarded as a school suspension.[9]

**Students With Disabilities -**

The Board shall permit a student with a disability, whose Individualized Education Program (IEP) prescribes continued educational services, to participate in commencement ceremonies with his/her graduating class and receive a certificate of attendance, provided that the student has attended four (4) years of high school. The Board shall issue a high school diploma to each student with a disability who completes the graduation requirements established by the Board or the goals established in the student’s IEP, as determined by the student’s IEP team.[10][11][1][12][13][14][15]

**Part-Time Students -**

A student may qualify for graduation by attending a district school part-time when lawfully employed part-time or when officially enrolled part-time in a postsecondary institution.[16][17]

**Full-Time Postsecondary Students -**

The fourth year of high school shall not be required for graduation if a student has completed all requirements for graduation and attends a postsecondary institution as a full-time student.[18][17]

**Eligible Veterans -**

In order to honor and recognize honorably discharged eligible veterans who left high school prior to graduation to serve in World War II, the Korean War or the Vietnam War, the Board shall grant a diploma to a veteran who meets the applicable requirements of law and completes the required application.[4]

Upon proper application, the Board may award a diploma posthumously to a veteran who meets the stated requirements.

The Superintendent shall submit to the Board for its approval the names of veterans of World War II, the Korean War, and the Vietnam War who are eligible for a high school diploma.

**Delegation of Responsibility**

The Superintendent or designee shall be responsible for ensuring the following:

1. Publication and distribution of graduation requirements to students and parents/guardians.[1]
2. Counseling of students regarding expectations of graduation requirements.

3. Assessment of individual student attainment of academic standards to ensure the student’s progress toward achievement of graduation requirements.

4. Accurate recording and reporting of each student’s progress and accumulation of graduation requirements.

5. Provision of assistance to those students having difficulty attaining the academic standards.

6. Development of a list of individuals who qualify for the award of a diploma.

7. Planning and executing graduation ceremonies that appropriately recognize this important achievement.

Last Modified by Dr Denise Torma on May 3, 2016
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1. 24 P.S. 510
2. 22 PA Code 12.3
3. 22 PA Code 12.4
4. Pol. 103
5. Pol. 103.1
6. 22 PA Code 12.2
7. Pol. 235
8. 22 PA Code 12.5
9. Pol. 233
10. 22 PA Code 10.23
11. 20 U.S.C. 1400 et seq
12. Pol. 113.1
13. Pol. 113.2
14. Pol. 805.1
15. Pol. 122
16. Pol. 123
17. 24 P.S. 1317
18. 24 P.S. 1318
19. 24 P.S. 1303-A
20. 22 PA Code 10.2
21. 35 P.S. 780-102
22. 24 P.S. 1302.1-A
23. 22 PA Code 10.21
24. 22 PA Code 10.22
25. 22 PA Code 10.25
26. Pol. 218.1
27. Pol. 218.2
28. Pol. 222
29. Pol. 227
30. 22 PA Code 12.1 et seq
31. 22 PA Code 403.1
32. 20 U.S.C. 7114
33. 34 CFR Part 300
34. Pol. 805

Purpose
The Board recognizes that student conduct is closely related to learning. An effective educational program requires a safe and orderly school environment.

**Authority**

The Board shall establish fair, reasonable and nondiscriminatory rules and regulations regarding the conduct of all students in the school district during the time they are under the supervision of the school or at any time while on school property, while present at school-sponsored activities, and while traveling to or from school and school-sponsored activities.[1][2][3][4][5]

The Board shall adopt a Student Discipline Code to govern student conduct and discipline, and students shall not be subject to disciplinary action because of race, sex, color, religion, sexual orientation, national origin or handicap/disability. Each student must adhere to Board policies and the Student Discipline Code governing student conduct and discipline.[6][2][3][4][5][7]

The Board prohibits the use of corporal punishment by district staff to discipline students for violations of Board policies and district rules and regulations.[8]

Any student disciplined by a district employee shall have the right to notice of the infraction.[9]

Suspensions and expulsions shall be carried out in accordance with Board policy.[9]

In the case of a student with a disability, including a student for whom an evaluation is pending, the district shall take all steps required to comply with state and federal laws and regulations, the procedures set forth in the memorandum of understanding with law enforcement authorities and Board policies.[10][11][5][12][13][14]

**Off-Campus Activities**

This policy shall also apply to student conduct that occurs off school property and would otherwise violate the Student Discipline Code if any of the following circumstances exist:

1. The conduct occurs during the time the student is traveling to and from school or traveling to and from school-sponsored activities, whether or not via school district furnished transportation.

2. The student is a participant in an extracurricular activity and has been notified that particular off-campus conduct could result in exclusion from such activities.[15][16]

3. Student expression or conduct materially and substantially disrupts the operations of the school, or the administration reasonably anticipates that the expression or conduct is likely to materially and substantially disrupt the operations of the school.

4. The conduct has a direct nexus to attendance at school or a school-sponsored activity, for example, a transaction conducted outside of school pursuant to an agreement made in school, that would violate the Student Discipline Code if conducted in school.

5. The conduct involves the theft or vandalism of school property.

6. There is otherwise a nexus between the proximity or timing of the conduct in relation to the student's attendance at school or school-sponsored activities.

**Delegation of Responsibility**

https://www.boarddocs.com/pa/epsen/board.nsf/Private/open&login#
The Superintendent or designee shall ensure that reasonable and necessary rules and regulations are developed to implement Board policy governing student conduct.

The Superintendent or designee shall publish and distribute to all staff, students and parents/guardians the rules and regulations for student behavior contained in the Student Discipline Code, the sanctions that may be imposed for violations of those rules, and a listing of students’ rights and responsibilities. A copy of the Student Discipline Code shall be available in each school office and referenced in the student handbooks.[2][7]

The building principal or designee shall have the authority to assign discipline to students, subject to the policies, rules and regulations of the district and to the student's due process right to notice, hearing, and appeal.[17][18]

Teaching staff and other district employees responsible for students shall have the authority to take reasonable actions necessary to control the conduct of students in all situations and in all places where students are within the jurisdiction of this Board, and when such conduct interferes with the educational program of the schools or threatens the health and safety of others.[17]

Reasonable force may be used by teachers and school authorities under any of the following circumstances: to quell a disturbance, obtain possession of weapons or other dangerous objects, for the purpose of self-defense, or for the protection of persons or property.[8]

Referral to Law Enforcement Authorities and Reporting Requirements

For reporting purposes, the term incident shall mean an instance involving an act of violence; the possession of a weapon; the possession, use, or sale of a controlled substance or drug paraphernalia as defined in the Pennsylvania Controlled Substance, Drug, Device and Cosmetic Act; the possession, use, or sale of alcohol or tobacco; or conduct that constitutes an offense listed under the Safe Schools Act.[19][20][21]

The Superintendent or designee shall immediately report required incidents and may report discretionary incidents committed by students on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity to the law enforcement authorities that have jurisdiction over the school's property, in accordance with state law and regulations, the procedures set forth in the memorandum of understanding with law enforcement authorities and Board policies.[22][19][20][23][24][14]

The Superintendent or designee shall notify the parent/guardian of any student directly involved in an incident as a victim or suspect, as soon as practicable. The Superintendent or designee shall inform the parent/guardian whether or not the law enforcement authorities that have jurisdiction over the school property have been or may be notified of the incident. The Superintendent or designee shall document attempts made to reach the parent/guardian.[20][25][14]

In accordance with state law, the Superintendent shall annually, by July 31, report all new incidents to the Office for Safe Schools on the required form.[19][26][27][28][29][14]

Last Modified by Dr Denise Torma on May 31, 2016
Deleted stand-alone policy for use of corporal punishment - this topic is covered under draft policy 218, and language from this policy has been incorporated into the draft.

Last Modified by Kristin Ehrhart on January 7, 2016
Purpose

The Board recognizes the importance of a safe school environment relative to the educational process. Possession of weapons in the school setting is a threat to the safety of students and staff and is prohibited by law.

Definitions

Weapon - shall include but not be limited to any knife, cutting instrument, cutting tool, nunchaku stick, brass or metal knuckles, firearm, shotgun, rifle, bb or pellet gun, chemical
agent, explosive device, replica of a weapon, and/or any other tool, instrument or implement capable of inflicting serious bodily injury.[1][2]

Possession - a student is in possession of a weapon when the weapon is found on the person of the student; in the student's locker; and under the student's control while on school property, on property being used by the school, at any school function or activity, at any school event held away from the school, or while the student is coming to or from school.

**Authority**

The Board prohibits students from possessing and bringing weapons and replicas of weapons into any school district buildings, onto school property, to any school-sponsored activity, and onto any public vehicle providing transportation to school or a school-sponsored activity or while the student is coming to or from school.[2][3]

This policy shall not apply if a weapon is being used as part of an approved school program or by an individual who is participating in the program or if a weapon is unloaded and is possessed by an individual while traversing school property for the purpose of obtaining access to public or private lands used for lawful hunting, if the entry on school premises is authorized by school authorities.

The school district shall expel for a period of not less than one (1) year any student who violates this weapons policy. Such expulsion shall be given in conformance with formal due process proceedings required by law and Board policy. The Superintendent may recommend modifications of such expulsion requirement on a case-by-case basis.[2][4]

In the case of a student with a disability, including a student for whom an evaluation is pending, the district shall take all steps required to comply with state and federal laws and regulations, the procedures set forth in the memorandum of understanding with law enforcement authorities and Board policies.[2][5][6][7][8][9][10]

**Delegation of Responsibility**

The Superintendent or designee shall react promptly to information and knowledge concerning possession of a weapon. Such action shall be in compliance with state law and regulations and with the procedures set forth in the memorandum of understanding with law enforcement authorities and the district's emergency preparedness plan.[11][12][10]

**Guidelines**

The Superintendent or designee shall immediately report incidents involving weapons on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity to the law enforcement authorities that have jurisdiction over the school's property, in accordance with state law and regulations, the procedures set forth in the memorandum of understanding with law enforcement authorities and Board policies.[11][13][2][14][15][10]

The Superintendent or designee shall notify the parent/guardian of any student directly involved in an incident involving weapons as a victim or suspect, as soon as practicable. The Superintendent or designee shall inform the parent/guardian whether or not the law enforcement authorities that have jurisdiction over the school property have been or may be notified of the incident. The Superintendent or designee shall document attempts made to reach the parent/guardian.[14][16][10]
In accordance with state law, the Superintendent shall annually, by July 31, report all incidents involving possession of a weapon to the Office for Safe Schools on the required form.[13][10]

The building principal shall annually inform staff, students and parents/guardians about the Board policy prohibiting weapons by referencing the Board policy posted on the district website.

**Transfer Students**

When the school district receives a student who transfers from a public or private school during an expulsion period for an offense involving a weapon, the district may assign that student to an alternative assignment or may provide alternative education, provided the assignment does not exceed the expulsion period.[2]

Last Modified by Dr Denise Torma on May 31, 2016
Policy Manual

Terroristic Threats

218.2 - NEW

Purpose

The Board recognizes the danger that terroristic threats by students present to the safety and welfare of district students, staff and community. The Board acknowledges the need for an immediate and effective response to a situation involving such a threat.

Definitions

Communicate - to convey in person or by written or electronic means, including telephone, electronic mail, Internet, facsimile, telex and similar transmissions.[1]

Terroristic threat - a threat communicated either directly or indirectly to commit any crime of violence with the intent to terrorize another; to cause evacuation of a building, place of assembly or facility of public transportation; or to otherwise cause serious public inconvenience, or cause terror or serious public inconvenience with reckless disregard of the risk of causing such terror or inconvenience.[1]

Authority

https://www.boarddocs.com/pa/epen/Board.nsf/Private?open&login#
The Board prohibits any district student from communicating terroristic threats directed at any student, employee, Board member, community member or property owned, leased or being used by the district.

In the case of a student with a disability, including a student for whom an evaluation is pending, the district shall take all steps required to comply with state and federal laws and regulations, the procedures set forth in the memorandum of understanding with law enforcement authorities and Board policies.[2][3][4][5][6][7]

If a student is expelled for making terroristic threats, the Board may require, prior to readmission, that the student and/or parent/guardian provide competent and credible evidence that the student does not pose a risk of harm to others.

**Delegation of Responsibility**

The Superintendent or designee shall react promptly to information and knowledge concerning a possible or actual terroristic threat. Such action shall be in compliance with state law and regulations and with the procedures set forth in the memorandum of understanding with law enforcement authorities and the district’s emergency preparedness plan.[8][9][7]

**Guidelines**

Staff members and students shall be made aware of their responsibility for informing the building principal regarding any information or knowledge relevant to a possible or actual terroristic threat.[10]

The building principal or designee shall immediately inform the Superintendent after receiving a report of such a threat.

The Superintendent or designee may report incidents involving terroristic threats on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity to the law enforcement authorities that have jurisdiction over the school’s property, in accordance with state law and regulations, the procedures set forth in the memorandum of understanding with law enforcement authorities and Board policies.[8][11][12][13][7]

The Superintendent or designee shall notify the parent/guardian of any student directly involved in an incident involving a terroristic threat as a victim or suspect, as soon as practicable. The Superintendent or designee shall inform the parent/guardian whether or not the law enforcement authorities that have jurisdiction over the school property have been or may be notified of the incident. The Superintendent or designee shall document attempts made to reach the parent/guardian.[12][14][7]

In accordance with state law, the Superintendent shall annually, by July 31, report all incidents of terroristic threats to the Office for Safe Schools on the required form.[11][7]

Last Modified by Dr Denise Torma on May 31, 2016.
The right of public school students to freedom of speech is guaranteed by the Constitution of the United States and the constitution of the Commonwealth. The Board respects the right of students to express themselves in word or symbol and to distribute and post materials in areas designated for posting as a part of that expression. The Board also recognizes that exercise of that right must be limited by the district’s responsibility to maintain an orderly school environment and to protect the rights of all members of the school community.\[1\]

This policy addresses student expression in general and distribution and posting of materials that are not part of district-sponsored activities. Materials sought to be distributed or posted as part of the curricular or extracurricular programs of the district shall be regulated as part of the school district’s educational program.

**Definitions**

Distribution - students handing nonschool materials to others on school property or during school-sponsored events; placing upon desks on or in lockers; or engaging in any other manner of delivery of nonschool materials to others while on school property or during school functions. When email, text messaging or other technological delivery is used as a means of distributing or accessing nonschool materials via use of school equipment or while on school property or at school functions, it shall be governed by this policy. Off-campus or after hours distribution, including technological distribution, that does or is likely to materially or substantially interfere with the educational process, including school activities, school work, or discipline and order on school property or at school functions; threatens serious harm to the school or community; encourages unlawful activity; or interferes with another’s rights is also covered by this policy.

Expression - verbal, written or symbolic representation or communication.

Nonschool materials - any printed or written materials meant for posting or general distribution to others that are not prepared as part of the curricular or extracurricular program of the district, including but not limited to fliers, invitations, announcements, pamphlets, posters, Internet bulletin boards, personal websites and the like.
Posting - publicly displaying nonschool materials on school property or at school-sponsored events, including but not limited to affixing such materials to walls, doors, bulletin boards, easels, the outside of lockers; on district-sponsored or student websites; through other district-owned technology and the like.

Authority

Students have the right to express themselves unless such expression is likely to or does materially or substantially interfere with the educational process, including school activities, school work, or discipline and order on school property or at school functions; threatens serious harm to the school or community; encourages unlawful activity; or interferes with another's rights.[1]

Student expression that occurs on school property or at school-sponsored events is fully governed by this policy. In addition, off-campus or after hours expression is governed by this policy if the student expression involved constitutes unprotected expression as stated in this policy and provided the off-campus or after hours expression does or is likely to materially or substantially interfere with the educational process, including school activities, school work, or discipline and order on school property or at school functions; threatens serious harm to the school or community; encourages unlawful activity; or interferes with another's rights.[2][3][1]

The Board requires that distribution and posting of nonschool materials occur only at the places and during the times set forth in written administrative regulations. Such regulations or procedures shall be written to permit the orderly operation of schools, while recognizing the rights of students to engage in protected expression.[4][1]

Unprotected Student Expression

The Board reserves the right to designate and prohibit manifestations of student expression that are not protected by the right of free expression because they violate the rights of others or where such expression is likely to or does materially or substantially interfere with school activities, school work, or discipline and order on school property or at school functions including but not limited to:

1. Libel or slander of any specific person or persons.
2. Advocating the use or advertising the availability of any substance or material that may reasonably be believed to constitute a direct and serious danger to the health or welfare of students.
3. Using obscene, lewd, vulgar or profane language – whether verbal, written or symbolic.[3]
4. Inciting violence; advocating use of force; or encouraging violation of federal, state or municipal law, Board policy or district rules or regulations.
5. Likely to or do materially or substantially interfere with the educational process, including school activities, school work, or discipline and order on school property or at school functions; threaten serious harm to the school or community; encourage unlawful activity; or interfere with another's rights.
6. Violating written school district administrative regulations or procedures on time, place and manner for posting and distribution of otherwise protected expression.

Spontaneous student expression which is otherwise protected speech is not prohibited by this
Discipline for Engaging in Unprotected Expression

The Board reserves the right to prohibit the posting or distribution of nonschool materials containing unprotected expression and to prohibit students from engaging in other unprotected student expression, as well as to stop unprotected student expression when it occurs. The Board reserves the right to discipline students for engaging in unprotected expression. Where such expression occurs off campus and away from school functions, a nexus between the unprotected expression and a substantial and material disruption of the school program must be established.

Distribution of Nonschool Materials

The Board requires that students who wish to distribute or post nonschool materials on school property shall submit them five (5) school days in advance of planned distribution or posting to the building principal or designee who shall respond to the student with a decision prior to the distribution date.[1]

If the nonschool materials contain unprotected expression as stated in this policy, the building principal or designee shall notify the students that they may not post or distribute the materials because the materials constitute a violation of Board policy.

Upon approval, students may proceed with the planned distribution or posting, provided they comply with written administrative regulations or procedures on time, place and manner of posting or distribution of nonschool materials.

Students who post or distribute nonschool materials in compliance with this provision may still be ordered to desist such distribution if the materials are later found to be unprotected expression under this policy.

Posting of Nonschool Materials

If a school building has an area where individuals are allowed to post nonschool materials, students may post such items as well, if the materials do not constitute unprotected expression and the items are submitted for prior review in the same manner as if the students were going to distribute them.

Such materials shall be officially dated, and the district may remove the materials within ten (10) days of the posting or other reasonable time as stated in the administrative regulations or procedures relating to posting.

Review of Student Expression

School officials shall not censor or restrict nonschool materials or other student expression for the sole reason that it is critical of the school or its administration, or because the views espoused are unpopular or may make people uncomfortable.

Student-initiated religious expression is permissible and shall not be prohibited except as to time, place and manner of distribution, or if the expression involved violates some other part of this policy, e.g., because it is independently determined to be unprotected expression under the standards and definitions of this policy.

The review for unprotected expression shall be reasonable and not calculated to delay
distribution.

Appeal of the reviewer's decision may be made to the Superintendent and then to the Board, in accordance with Board policy and district regulations or procedures.[5]

**Delegation of Responsibility**

The building principal or designee shall determine the designation of the places and times nonschool materials may be distributed in each school building. Such designations may take into account maintenance of the flow of student traffic throughout the school and shall limit distribution of nonschool materials to noninstructional times.

Disciplinary action may be taken by the administrators for students who distribute or post nonschool materials in violation of this policy and district regulations or procedures, or who continue the manifestation of unprotected expression after a person in authority orders that they desist. Disciplinary actions shall be included in the Student Discipline Code.[6]

This Board policy and any administrative regulations or procedures written to implement this policy shall be referenced in student handbooks so that students can access them for further information.

Last Modified by Dr Denise Torma on May 31, 2016