WAIVER AGREEMENT

By this WAIVER AGREEMENT (hereinafter referred to as the "Agreement"), made between [redacted] Lehighton, Pennsylvania 18235, (hereinafter referred to as the "Parent"), individually and collectively on her own behalf and on behalf of [redacted] date of birth [redacted] (hereinafter referred to as the "Student"), and the Lehighton Area School District (hereinafter referred to as the "District" and collectively with the Parents as the "Parties"), which is located at 1000 Union Street, Lehighton, Pennsylvania 18235, the Parties, intending to be legally bound, hereby declare and agree as follows:

EDUCATIONAL PLACEMENT AND PROGRAM

1. As consideration for the waivers and releases provided in this Agreement, and *in full satisfaction of* the District's duty to offer and/or provide a free appropriate public education ("FAPE"), the District shall:

   a. Reimburse Parent for documented transportation from the Student's residence at [redacted], Lehighton, Pennsylvania 18235 to 1000 Union Street, Lehighton, Pennsylvania 18235, in perpetuity, including Extended School Year ("ESY") services, so long as the Student remains a resident of the District and so long as the Parties mutually agree to continue mileage reimbursement for Parental transportation.

   b. Reimburse Parent for documented transportation to the Student's residence at [redacted], Lehighton, Pennsylvania 18235 from 1000 Union Street, Lehighton, Pennsylvania 18235, in perpetuity and will automatically be renewed on an annual

basis unless either party provides notification at least 60 days prior to the beginning of each school year of any requested changes. This includes Extended School Year ("ESY") services, so long as the Student remains a resident of the District and so long as the Parties mutually agree to continue mileage reimbursement for parental transportation**. Reimbursement of transportation began on the first school day of the 2026-27 school year, which was in effect prior to the parental signed consent on this agreement.**

c. The Parties agree that reimbursement for travel to and from the District shall be calculated at the then-current maximum IRS rate so long as a written log of such travel, including the date, distance (in miles), and destination, is submitted to the District on a monthly basis. The Parties agree that the mileage rate shall be reimbursed within ten (10) business days following submission of proof of mileage in manner mutually acceptable. In the event of Parent cancellation of the transportation requested herein, the Parties agree that Parents must provide notice of no less than ten (10) business days in the event the parent-requested transportation is no longer possible or no longer desired. Said cancellation must be received by the District in writing.

d. The following conditions shall apply to such transportation:

   (i) The District shall begin mileage reimbursement for documented transportation within ten (10) school days of full execution of the instant Agreement;

   (ii) The District shall reimburse for transportation in accordance with the District calendar; and

(iii) The District shall reimburse for transportation to or from District-sponsored extracurricular events or activities that take place before or after the regular school day; for transportation for early arrivals/dismissals due to illness; inclement weather; or any other reason that transportation would be necessary beyond the aforementioned agreed upon times when transportation is to be provided for the Student.

2. While the District continues to provide reimbursement to the Parent for the Nurse-provided transportation under the terms of this Agreement and as requested by Parent, the District shall not be responsible or liable in the event of Student or Nurse injury or death during the provision of the Parent-requested transportation.

3. The Parent hereby represents and affirms that, by consenting to this Agreement and accepting from the District the consideration described in this Agreement, as well as the other obligations of this Agreement, the Parent hereby irrevocably waives, releases, and forever discharges any and all claims relating to the Student's transportation and its effect on the education of the Student as described in this agreement.

4. The Parties agree that the waiver and release for this period of time shall be in effect only during the period of transportation and for those times when Parent-requested transportation adversely affects Student's school day or access to the recommended program and placement. The Parties agree that the following circumstances shall not result in District liability: consistent tardiness; early dismissal not recommended by the District; absence due to lack of nurse transportation; unavailability of nurse-provided transportation affecting participation in extra-curricular or out of school activities, etc. This list is not exhaustive. The Parties agree that the waiver and release herein shall not extend to the District-recommended program and placement.

5. This waiver and release shall extend throughout the period that the District is reimbursing Parent for Nurse-provided transportation.

6. The Parties agree that the District shall not be responsible for payment of transportation in the event Nurse does not provide proof of current and valid Pennsylvania driver's license, registration, and insurance. The Parties agree that the District has offered specialized transportation and Parent has declined, instead seeking requested reimbursement for the Nurse-provided transport.

7. The Parent further hereby represents and affirms that, by consenting to this Agreement, Parent releases, and forever discharges any and all claims and/or demands relating to the Student's transportation and its effect on the education of the Student, asserted or that could have been or could be asserted, whether known or unknown, by the Parent against the District and its officers, directors, employees, agents, attorneys, and insurers from the start of nurse-provided transportation until such time as Parent-requested transportation ceases to be in effect.

8. The Parent shall take all steps necessary to remove and/or cause to be dismissed any administrative or judicial proceeding of any kind that has been filed against the District in this matter if the Parent has initiated any such action related to this Agreement.

ADDITIONAL ACKNOWLEDGEMENTS

9. In no way should entering into this Agreement be considered or deemed to constitute an admission of fault, liability, or wrongdoing by the District and/or any of the District's officers, directors, employees, agents, attorneys, and insurers for any alleged actions and/or allegations that have been or may be asserted by the Parent or Student. Moreover, nothing in this Agreement shall be deemed to establish any sort of policy, practice or custom of the District

concerning any matter, including, but not limited to, the provision of special education and related services.

10. This Agreement constitutes the entire agreement and understanding between the Parties, and this Agreement replaces and rescinds any and all previous or contemporaneous awards or rulings and/or agreements or understandings between the Parties, whether written or oral. No promise or inducement not expressed herein has been made to the Parties.

11. This Agreement intended shall not be subject to any claim of mistake of fact, as it expresses a full and complete agreement.

12. This Agreement may only be modified by mutual agreement of the Parties in writing, and this Agreement shall be deemed to terminate at the Student's graduation, withdrawal from the District, or upon mutual agreement from both parties.

13. The Parent acknowledges that Parents (i) has received notice of the rights under state and federal law as the parent of a child with disabilities, (ii) is fully aware of these rights and the extent to which Parent is waiving them in this Agreement, and (iii) that Parent believes that entering into this Agreement on behalf of the Student is in the best interest of the Student.

14. The Parties have had a sufficient opportunity to and did review this Agreement, including the waivers and releases, with their respective attorneys (if represented), received an adequate explanation from their respective attorneys of the terms and obligations described by this Agreement, are satisfied with the representation and advice they have received from their attorneys, understand the meaning and effect of all of the terms of this Agreement, suffer from no disability or impairment that would prevent or impair their ability to understand the terms of this Agreement or their ability to enter into this Agreement knowingly and voluntarily, and are

entering into this Agreement voluntarily and of their own free will, without compulsion of any kind.

15. The Parent hereby represents and affirms that Parent possesses sole educational decision-making authority and legal decision-making authority on behalf of the Student necessary to enter into this Agreement on the Student's behalf.

16. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

17. This Agreement may be specifically enforced in court and may be used as evidence in a subsequent proceeding in which any of the Parties allege a breach of this Agreement. If any portion of this Agreement is found by a court to be unenforceable, it shall be deemed severable from the remainder of this Agreement, the remainder of which shall continue in full force and effect.

18. The Parties shall maintain the terms of this Agreement in confidence to the extent required by law. In this regard, the Parties agree that they, or anyone on their behalf, will not reveal the terms of this Agreement to any individual or entity, except to the extent required by law or lawful court order or as necessary to effectuate its terms or to the extent that such disclosure is necessary for tax purposes, the Student's educational needs, or the Student's medical needs. This Agreement will be deemed breached if either party violates this confidentiality and the non-breaching party may pursue any avenue of relief available under the law.

CAUTION: READ THIS ENTIRE AGREEMENT, WHICH CONSISTS OF EIGHTEEN (18) PARAGRAHS, BEFORE SIGNING YOUR NAME(S) BELOW:

ATTEST:

_____	_____
Witness	Representative of the Lehighton Area

School District

_____	_____
Date	Date
_____	_____
Witness of Parent's Signature	[redacted], individually on own behalf and on behalf of [redacted], as [redacted] parent and legal guardian
_____	_____
Date	Date