Workshop Meeting

Monday, November 9, 2026 7:00 PM
District Board Room, 1000 Union Street, Lehighton, PA 18235

1. **Opening Exercises**	**Speaker(s):** Board President
1.1. Call to Order	**Speaker(s):** Board President
1.2. Opening Exercises	**Speaker(s):** Board President
1.3. Roll Call	**Speaker(s):** Board Recording Secretary
1.4. Public Comment	**Speaker(s):** Board President
2. **Academic Affairs Committee**	**Speaker(s):** Jason Moser & Gretchen Laviolette
2.1. Winter Credit Recovery	
2.2. Cedar Crest Dual Enrollment MOU	
2.3. Alvernia Affiliation Agreement	
2.4. Public Comment	**Speaker(s):** Board President
3. **Policy Committee**	**Speaker(s):** Jason Moser
3.1. First Reading of Policies	**Speaker(s):** Jason Moser
3.2. Public Comment	**Speaker(s):** Board President
4. **Finance Committee**	**Speaker(s):** Jason Moser & Matthew Lentz
4.1. Donations/Local Grants	
4.2. Monthly Financial Report	
4.3. Fund Balance and Board Policy 620	
4.4. EIT Conversation	
4.5. BerkOne - Homestead/Farmstead Standard Application	
4.6. Mileage Contract	
4.7. Public Comment	**Speaker(s):** Board President
5. **Athletics Committee**	**Speaker(s):** Jason Moser & Kyle Spotts
5.1. Candidates for Athletic Coach/Manager	
5.2. Public Comment	**Speaker(s):** Board President
6. **Buildings & Grounds Committee**	**Speaker(s):** Jason Moser & Justin Smith

6.1. Public Comment	**Speaker(s):** Board President
7. **Personnel Committee**	**Speaker(s):** Jason Moser
7.1. Candidates for Employment	
7.2. Professional Development	
7.3. FMLA Acknowledgment	
7.4. Resignations for Retirement	
7.5. Resignations	
7.6. Public Comment	**Speaker(s):** Board President
8. **Technology Committee**	**Speaker(s):** Jason Moser & Gretchen Laviolette
8.1. Public Comment	**Speaker(s):** Board President
9. **Safety & Wellness Committee**	**Speaker(s):** Jason Moser, John Orsulak & Gretchen Laviolette
9.1. Public Comment	**Speaker(s):** Board President
10. **Miscellaneous**	**Speaker(s):** Jason Moser
11. **Communications**	**Speaker(s):** Board President
11.1. Public Comment	**Speaker(s):** Board President
11.2. Adjournment	**Speaker(s):** Board President

DUAL CREDIT AGREEMENT

THIS DUAL CREDIT AGREEMENT (the "Agreement") is made and entered into as of the date of the last signature (the "Effective Date") by and between Cedar Crest College ("CCC"), an independent non-profit institution of higher education located at 100 College Dr., Allentown, PA 18104, and Lehighton Area School District (the "School District") located at 1 Indian Lane, Lehighton, PA 18235, with the two entities collectively referred to as the "Parties."

WHEREAS, Cedar Crest College is an institution of higher education that offers bachelor's, master's, doctoral degrees and other post-secondary academic credentials in the arts and sciences, pre-professional licensure and certification preparation, advanced practice disciplines, and a variety of other academic fields; and

WHEREAS, CCC offers dual-credit coursework (the "Program") to certain qualified high-school students both through its on-campus Early College for High School Students ("EC") dual-enrollment program as part of the undergraduate Women's College and through its co-educational, online Dual Credit Academy ("DCA"); and

WHEREAS, CCC is institutionally accredited by the Middle States Commission on Higher Education (MSCHE); and

WHEREAS, the School District is a secondary school that offers secondary degree programs; and

WHEREAS, the Parties wish to enter into an articulation agreement establishing the policies and procedures that will enable students to enroll in the Program of dual-credit coursework by which they may concurrently earn credit toward secondary and post-secondary degrees; and

WHEREAS, Pennsylvania requires, under 24 P.S. §15-1525, school entities to enter into at least one dual-credit agreement with an Institution of Higher Education approved to operate in Pennsylvania if they wish to offer dual-credit coursework to their students; and

WHEREAS, the Parties desire to define their roles and responsibilities with respect to the Program consistent with the laws of the Commonwealth of Pennsylvania.

NOW, THEREFORE, in consideration of the premises and mutual covenant herein contained, and intending to be legally bound hereby, the parties hereto agree as follows.

1. Term and Termination.

(a) Term. This Agreement shall commence on the Effective Date and shall continue for a period of five (5) years ("Term"). Upon the expiration of this Agreement, this Agreement shall automatically renew for successive twelve (12) month periods ("Renewal Term").

(b) Termination of Agreement. This Agreement may be terminated by either party, with or without cause, at any time, upon sixty (60) days prior written notice to the other party; provided,

however, that any student already enrolled and participating in the Program as of the effective date of termination shall be permitted to complete their then-current coursework.

2. Student Eligibility and Enrollment

Students who meet the following criteria are eligible to participate in the Program:

(a) Students have met the admission criteria for the Early College for High School Students/Dual Credit Academy programs identified in the current CCC undergraduate catalog for the year in which they wish to enroll.
(b) Students are a high-school junior or senior, as determined by School District policies.
(c) Exceptions for underclass high-school students (freshman or sophomores) are considered on a case-by-case basis. These students must submit the enrollment application, signed by the School District, a high-school transcript and a letter or recommendation from the School District to be considered for the Program.
(d) The student must submit an application form, signed by the School District to the relevant CCC Office of Admissions, along with an official high-school transcript prior to the due date for applications to begin in the applicable fall and spring semester or summer term, as published by the CCC Office of Admissions.
(e) Students who have graduated from high school are not eligible for the Program.
(f) Students who are matriculated into degree programs at CCC are not eligible for the Program.

3. Courses Offered

(a) CCC will share the list of courses eligible for the Program with the School District.
(b) Whenever possible, CCC courses are aligned to the student's high-school graduation requirements, the requirements of a Career and Technical Education (CTE) program offered by the School District, or a career pathway offered by the School District.
(c) Whenever possible, CCC courses available through the Program shall not supplement or supplant courses offered by the School District to its secondary school students.
(d) CCC courses offered through the Early College for High School Students (EC) program through the Women's College may be offered through the CCC Allentown campus in person, online or as a combination of in-person and online (hybrid/hyflex).
(e) CCC courses offered through the DCA are delivered online via CCC's partnership with TEL Education (www.tel-education.org) to offer high-quality, affordable online dual-credit courses. CCC faculty have evaluated and approved DCA TEL Education courses for their content, rigor, student learning outcomes, and credit toward CCC degrees.
(f) Credits earned by students enrolled in the Program, through both EC and DCA courses, shall be equivalent to the credits offered to a postsecondary school student regularly enrolled at CCC, including without limitation enforced prerequisites, and the use of an identical curriculum, assessments and instructional materials, and shall be recorded on a CCC transcript which shall be available upon request to any student enrolled in the Program. Course descriptions are publicly available in the CCC Undergraduate Catalog, which is accessible through the CCC Office of the Registrar's website.

(g) The CCC courses will be non-remedial or developmental to college-level student learning outcomes.

4. Program Instruction

(a) Early College (EC) courses for the Program will be taught by instructors hired and approved by CCC. Program courses may be taught CCC's Allentown campus or at a School District location, as determined by CCC and the School District.

(b) In compliance with Pennsylvania Child Protective Services Law and CCC policy, CCC will confirm that CCC faculty who teach EC classes in which dual-credit students under the age of 18 are registered and are required to have the following three clearances: a state criminal background check, a Pennsylvania Child Abuse History Clearance Form (CY-113), and a Federal (FBI) Fingerprint Criminal Background Check (Criminal History Report) and that they have completed CCC mandatory reporter training as required by CCC policy in effect from time to time.

(c) The Program DCA courses are taught remotely, without direct contact with DCA students on the CCC campus, by online instructors employed by TEL Education. TEL Education requires all DCA instructors to successfully complete background clearances that include a national criminal search, social security trace, and sex offender registry search. CCC reviews and authorizes DCA TEL Education instructors for academic qualifications.

5. Course registration process and deadlines

(a) Students in the Program may schedule a total number of academic credits in each of the fall and spring semesters or in the summer term as approved by the School District (e.g., by a guidance counselor).

(b) The School District and CCC must both approve each student's course selection prior to enrollment for any student seeking participation in the Program.

(c) The School District will award credit for and recognize courses that are successfully completed under this Agreement as fulfilling the appropriate secondary school graduation requirements.

(d) CCC will award postsecondary credits to students who successfully complete courses in the Program. CCC will apply these credits in the same manner as for other regularly enrolled, matriculated CCC students under the policies of the then-current Undergraduate Catalog for when they enrolled in the courses.

(e) If a Program student becomes a regularly enrolled, matriculated student at CCC following graduation from secondary school, CCC shall recognize credits earned in the Program as applying toward the student's degree requirements as it would for any other regularly enrolled, matriculated, postsecondary student who took the courses.

(f) CCC will transcript dual-credit courses for students in the Program, whether DCA or EC, as it would for any other regularly enrolled student. Students may request an official transcript of their coursework through the CCC Registrar Office, for an additional fee per each transcript requested.

Students completing courses in the DCA Program may earn a maximum of fifty-nine (59) academic credits in DCA courses delivered by TEL Education (49% of a 120-credit bachelor degree). For the EC program, there is no maximum limit to students earning academic credit through EC courses, except as may be provided by School District policy.

6. Communication of Program

Both CCC and the School District agree to provide a mechanism for communicating the educational and economic benefits of higher education as well as the requirements for participation and enrollment procedures outlined in this agreement to parents and students.

7. Additional Administrative Responsibilities

(a) Data Sharing and Cooperation

1. The Family Educational Rights and Privacy Act of 1972 ("FERPA"), 20 U.S.C. § 1232g and its implementing regulations allows student education records to be shared between CCC and the School District without the need for signed releases from students or parents. If the student is under eighteen (18) years of age, parents/guardians retain the right under FERPA to inspect and review any educational records maintained by the School District, including records that the College has disclosed to the School District. CCC and the School District shall meet FERPA requirements to maintain the privacy of student data.
2. The Registrar Office of CCC will provide information on the following items to the School District:
    - The names of students enrolled in the Program.
    - Courses that were taken by each student in the Program.
    - Grades earned by each student in the Program.
3. CCC will notify the School District of any mid-semester or mid-term progress reports that indicate that a dual-credit student is in risk of failing a course.
4. CCC and the School District's academic affairs, registrar, and advising offices will collaborate, on a schedule as may be needed, to ensure the successful operation of this Agreement. The Parties agree, through their designated representatives, to monitor the performance of this Agreement to strengthen the articulation between CCC and the School District.

(b) Program Costs

1. CCC's cost per Dual Credit Academy (DCA) courses, delivered online in partnership with TEL Education, is $200 for all course, instructional, and learning materials included in a 3-credit-hour course per student (or $66.67 for all course materials per credit hours of the

course), effective with the 2026-2027 academic year. There is no additional course tuition associated with DCA courses, other than this instructional materials fee. CCC reserves the right to change this course materials rate annually, as published in its Undergraduate Catalog and on the CCC website.

2. CCC's tuition for Early College (EC) courses is $450 for a 3-credit-hour course, per student (or $150 per credit). CCC reserves the right to change this tuition rate annually, as published in its Undergraduate Catalog and on the CCC website.
3. Students are responsible for paying all applicable student fees or textbook costs associated with an EC course.
4. Students may not apply additional CCC discounts (e.g., CCC employee discounts for dependents or discounts through the Pathways to Professional Excellence program) to the Program's tuition rates.
5. If grant funding is provided by the School District for student enrollment in the Program, it will be forwarded to CCC to reduce the cost of tuition and fees.
6. The CCC Student Financial Services Office (EC courses) or TEL Education (DCA courses) will directly bill the student/parents/guardian for the outstanding balance of any Program student's tuition and fee costs after all adjustments and grant funding are applied.
7. Students are responsible for their own transportation to and from CCC, as may be needed.

8. Disability Services. Students in the Program are admitted without regard to disability and are held to the same standards and expectations as all other regularly enrolled CCC students.

(a) For Early College courses (EC), students are responsible for contacting the CCC Office of Student Accessibility Services to seek out accommodations under the Americans with Disabilities Act ("ADA") and to self-disclose any disabilities.

(b) For Dual Credit Academy courses (DCA), students are responsible for contacting TEL Education to seek out accommodations under the Americans with Disabilities Act ("ADA") and to self-disclose any disabilities.

(c) Accommodations provided by CCC (EC course) or TEL Education (DCA courses) may not be the same as those contained in the student's Individualized Education Program and 504 program processes that the student receives at their secondary institution.

(d) School District may work in collaboration with the CCC Office of Student Accessibility Services (EC courses) or TEL Education (DCA courses) in connection with seeking reasonable accommodations under the ADA. Students interested in the Program may engage with the CCC Office of Student Accessibility Services (EC courses) or TEL Education (DCA courses) upon acceptance into the Program and any accommodation letters would be issued upon enrollment.

9. <u>Non-Discrimination</u>

CCC and the School District agree that, in performing their obligations pursuant to this

Agreement, each shall provide an academic and working environment free from discrimination, harassment, and retaliation. Discrimination, harassment, and retaliation on the basis of protected status, including an individual's race, color, creed, ethnicity, ancestry, national origin, genetic information, sex, gender, gender identity or expression, sexual orientation, age, religion, marital status, veteran status, disability or physical ability, socioeconomic background, or other legally protected classification, are unlawful and strictly prohibited.

10. Miscellaneous Provisions

(a) Independent Contractor Status of the Parties. The parties hereby acknowledge that they are independent contractors, and neither CCC nor any of its agents, representatives, students or employees shall be considered agents, representatives or employees of the School District and, further, neither School District nor any of its agents, representatives or employees shall be considered agents, representatives or employees of CCC. In no event shall this Agreement be construed or represented by either party as establishing a partnership or joint venture or similar relationship between the parties hereto. CCC and the School District shall be liable for their respective debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits on behalf of their respective employees.

(b) Responsibility. Each party shall be responsible for its own acts and omissions, and those of its trustees, directors, officers, employees, and agents.

(c) Notices. All notices, requests and other communications pursuant to this Agreement shall be in writing and sent by first class mail or email to each party to the following address, or by email:

CCC:
Office of Admissions
Cedar Crest College
100 College Drive
Allentown, PA 18104
admissions@cedarcrest.edu
ATTN: Stephanie Walker, Vice President of Enrollment Management
Stephanie.Walker@cedarcrest.edu

SCHOOL DISTRICT:
Responsible Office
Leighton Area School District
1 Indian Lane
Lehighton, PA 18235
Primary Office Email
ATTN: ### Primary Contact Person, Title ###
Primary Contact Person, Title

(a) Entire Agreement. This Agreement contains the entire agreement between the Parties, and supersedes all prior and contemporaneous understandings, whether written or oral, with respect to the subject matter hereof. This Agreement may not be amended or modified except in a writing signed by both Parties.

(b) Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Should a dispute arise under the terms of this Agreement, CCC and the School District recognize and accept that the Court of Common Pleas for Lehigh County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania shall have exclusive jurisdiction and venue.

(c) Execution; Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement or document. Signatures and signed copies of this Agreement transmitted by facsimile, email or other means of electronic transmission shall constitute effective execution and be deemed to have the same legal force and effect as delivery of an original executed copy of this Agreement for all purposes.

(d) No Waiver. The failure of any party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such party of its right to exercise any such or other right, power or remedy or to demand such compliance.

(e) Non-Exclusive. This Agreement is not an exclusive contract between Parties, and nothing in this Agreement shall be construed as limiting the right of either Party to affiliate or enter into other agreements with any other entity, on either a limited or general basis, while the Agreement is in effect.

(f) Publicity. Neither party may use the name, logos, or marks of the other without the prior written consent of the other party.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

For the School District:

Superintendent	Date
High School Principal or Dual Credit Designee	Date

For Cedar Crest College:

Elizabeth M. Meade, PhD President	Date
Stephanie A. Walker, MLS Vice President for Enrollment Management	Date

GASB 54 Fund Balance Designations & Board Policy 620 Fund Balance and Referendum Approval for Capital Projects

Budgeted Expenditures 2024-2025 - $50,593,908
Budgeted Expenditures 2025-2026 - $50,110,821.71

Fund Balance Classifications	Audited 6/30/2025	% of Budgeted Expenditures	Audit 6/30/2026	% of Budgeted Expenditures	Change in Fund Balance
1. Nonspendable - Prepaid Expenses	23,982.00		20,331.00		(3,651.00)
2. Restricted - Set Aside PSHIC	849,456.00		945,069.00		95,613.00
3. Assigned*	4,977,189.00		5,994,285.00		1,017,096.00
4. Unassigned	4,573,578.00	9.04%	*336,449.00*	0.67%	(4,237,129.00)
TOTAL FUND BALANCES	**10,424,205.00**		**7,296,134.00**		(3,128,071.00)

Unassigned Fund Balance for PE 6/30/2026 is below Policy Level of 5%

***Assigned 6/30/2026**		**Value**	Target	
Technology	$	635,261.00	20,331.00	
PSERS	$	498,657.82	945,069.00	
Medical Insurance	$	1,695,450.54	5,994,285.00	
Capital Expenditures	$	1,558,500.00	*2,505,541.09*	5.00%
Curriculum	$	589,320.00	**9,465,226.09**	
BHA	$	1,017,096.00		
	$	**5,994,285.36**		

Board Policy 620

Board Policy states that the School District shall strive to maintain an unassigned balance of not less than 5%; however, Board policy also states that " If the unassigned portion of the fund balance falls below the threshold of five percent (5%), the Board will pursue variations of increasing revenue and/or decreasing expenditures, or a combination of both until eight percent (8%) is attained."

Lehighton Area School District

Elimination of Occupational Assessment Taxes
November 9, 2026

Pennsylvania Act 511: Local Tax Enabling Act of 1965

This act is what allows school districts to levy, assess, and collect certain non-property taxes. Within Act 511, the District currently collects the following types of taxes:

1. Per Capita
2. Earned Income
3. Occupation
4. Real Estate Transfer

The AFR will reflect all of these as local sources of revenue. In addition, the AFR will also list each of these as a delinquent category. If we combine both for each, our most recent budget projects the following amounts in revenue:

6141 Per Capita Taxes	46,120
6151 Earned Income Taxes	2,400,000
6152 Occupation Taxes	795,045
6153 Real Estate Transfer Taxes	365,000

Difference Between EIT and Occupation Assessment Taxes

6151 Earned Income Taxes (EIT)
The current EIT rate is 1.0%. This is a flat rate on residents' income. The District gets .5%, and the municipality gets .5%.

6152 Occupation Assessment Taxes
The Occupation Tax amount per individual is based on assigned values from the county which should generally follow a perceived earning potential. However, there is no direct relationship to actual income earned by individuals. There is an "Assessment" value which is then taxed at 25 mils. The most recent Occupational Assessment on file in Carbon County was in January of 1994. The "Assessed Amount" on this file is the amount actually paid in taxes by the individual. Many of the positions listed are archaic or dare I say obsolete. The amounts seem, in many instances, make little sense in terms of comparing against current wages.

Currently, Lehighton Area School District residents pay the OAT based on their job AND the 1 percent EIT based on their actual earnings.

Elimination of Occupational Assessment Tax

Act 24 of 2001 (Now Part of Act 511)
This change allows for a school district to increase the tax rate of its EIT if the District eliminates the Occupational Assessment Taxes. The increase can only offset the amount that would have been generated in the first year should the Occupational Assessment Tax still have been levied.

Potential to Eliminate Occupation Taxes and Increase EIT to Offset Revenues
To offset the elimination of the Act 511 Occupation Taxes, the District would need to raise the EIT by approximately .16 cent per dollar earned, raising the EIT from 1% to 1.16% overall.

Key Impacts

- Eliminate the need for retirees to apply for the occupational assessment tax removal
- Flat tax on all residents based on real earnings, not arbitrary values assigned to types of jobs
    - Right now, it is possible for someone with lower earnings than someone else to be paying more in OAT or combined OAT/EIT
- If done, anyone with an average income of $321,725 or less would most likely see a decrease in EIT in combined EIT/Occupational Assessment Taxes (approximately 12 thousand residents)
- Combined tax decreases for these individuals would vary from $1.33 to $147 in the first year
- EIT rate would increase by approximately a penny and a half of each dollar earned which is eligible for the EIT
- Since EIT is collected as you go, there is no lump sum payment of the OAT at any time, which is why the OAT is often referred to as a nuisance tax
- Total amount paid to EIT will only ever increase if and when salaries rise, and then it would be at this .16 rate of each new dollar earned

Examples

Example	Current	Eliminate OAT and .16% EIT Absolute Increase
Electrician who earns $65,000 a year	$400 in OAT, $650 in EIT=Total of $1,050	$754 in EIT (and in total)
Registered Nurse who earns $85,000 a year	$500 in OAT, $850 in EIT=Total of $1,350	$986 in EIT (and in total)
Custodian who earns $40,000 a year	$250 in OAT, $400 in EIT=Total of $650	$464 in EIT (and in total)
Attorney who earns $125,000 a year	$700 in OAT, $1,250 in EIT=Total of $1,950	$1,450 in EIT (and in total)
Waitperson who earns $30,000 a year	$200 in OAT, $300 in EIT=Total of $500	$348 in EIT (and in total)
Doctor who earns $200,000 a year	$800 in OAT, $2,000 in EIT=Total of $2,800	$2,320 in EIT (and in total)

Almost a Year Out



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